

ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1720.

**FIRE, LIFE, SEA, ACCIDENTS, BURGLARY, ANNUITIES,
EMPLOYERS' LIABILITY**
(Including ACCIDENTS to DOMESTIC SERVANTS).

The Corporation will act as:—

EXECUTOR OF WILLS.

TRUSTEE OF WILLS AND SETTLEMENTS.

Special Terms granted to ANNUITANTS when health is impaired.

Apply for Full Prospectus to the Secretary.

Head Office: ROYAL EXCHANGE, LONDON, E.C.

THE SOLICITORS' JOURNAL AND WEEKLY REPORTER.

Vol. 52 of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER
commenced on November 2nd, 1907.

ANNUAL SUBSCRIPTION,
WHICH MUST BE PAID IN ADVANCE:

£1 6s.; by post, £1 8s.; Foreign, £1 10s. 4d.

Cheques payable to H. VILLERS.

OFFICE: 27, CHANCERY LANE.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS	-	-	-	-	£ 5,500,000
INCOME	-	-	-	-	£ 722,000
YEARLY BUSINESS	-	-	-	-	£ 2,790,000
BUSINESS IN FORCE	-	-	-	-	£ 21,000,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society
and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p.c. —Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Full information on application to

THE MANAGER, 10, FLEET STREET, LONDON.

The Solicitors' Journal

and Weekly Reporter.

LONDON, NOVEMBER 9, 1907.

*. The Editor cannot undertake to return rejected contributions, and
copies should be kept of all articles sent by writers who are not on
the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name
of the writer.

Contents.

CURRENT TOPICS	21	SOCIETIES	30
WATER RATES & CHARGE UPON THE	21	LAW STUDENTS' JOURNAL	30
PREMISES SUPPLIED	24	OBITUARY	30
SOME FURTHER STATUTORY ANOMALIES ..	25	LEGAL NEWS	32
COMPOUND SETTLEMENT LAW	26	COURT PAPERS	33
REVIEWS	27	WINDING-UP NOTICES	33
CORRESPONDENCE	27	CREDITORS' NOTICES	34
POINTS TO BE NOTED	28	BANKRUPTCY NOTICES	34

Cases Reported this Week.

An Arbitration between Colman and Watson, Re	28
Attorney-General v. Mayor of Brighton	29
C. E. Orlebar (Deceased), Re. Wynter v. Orlebar	29
Challoner v. Robertson	28
Crossley Bros. (Lim.) v. Lee	30
Hazeldine's Trusts, Re	29
Lewis v. Lewis and Others	31
Mayor, &c., of Liverpool v. Peter Walker & Son (Lim.)	31

Current Topics.

Things Privileged from Distress.

SOME DAY, possibly, the Legislature will consider the subject
of distress and the principles upon which the general law and
the exceptions to it are established, if indeed any principles can
be discovered. "It is," said Lord HERSCHELL, C., in *Clarke v.
Millwall Dock Co.* (17 Q. B. D., p. 499), "very difficult to find
any sound principle upon which to explain the law of distress
and to support the various decisions. No doubt the general law
which enables a landlord to distrain the goods of a third person
upon the tenant's premises is, as was said in argument,
anomalous, and the exception in question is also anomalous."
The exception referred to was that secondly stated in the list of
things privileged from distress given by WILLES, L.O.J., in
Simpson v. Hartopp (Willes, 512): "Things delivered to a person
exercising a public trade, to be carried, wrought, worked up,
or managed in the way of his trade or employ." Lord
HERSCHELL held that the court could not go beyond the terms of
this definition, and that a new ship, built to the order of a
purchaser, was not privileged from distress upon the ship-
builder's premises because, although it was the purchaser's prop-
erty and was upon the premises for the purpose of being
"wrought, worked up, or manufactured in the way of [the
builder's] trade or employ," it had not been delivered to the
builder. The meaning of the exception has been considered
again by the Court of Appeal in *Challoner v. Robinson* (reported
elsewhere), where pictures had been delivered by artists at the
premises of a club of which they were members. One of its
objects was to enable the members to sell their pictures, and
exhibitions were held upon the club premises for this pur-
pose, the pictures being under the management of a picture
committee. The lessors of the club proprietor failed to
pay their rent and the superior landlord levied a distress
upon the club premises and seized pictures which had been
sent for exhibition. There were obvious difficulties in
holding that the pictures came within the exception above
quoted. NEVILLE, J., held that they were not delivered to a
person exercising a public trade, and decided the case on this
ground. But the question of what is a public trade is a
difficult one (see *Gibson v. Ireson*, 3 Q. B. 39), and the Court of
Appeal preferred to affirm his decision upon other grounds.
The trade of the club proprietor was not the selling of pictures,
and if they were delivered to him, they were not delivered to be

"managed"—i.e., disposed of—in his trade; while if, as seemed more correct, they were delivered to the picture committee, the committee were not carrying on a trade within the meaning of the exception. The whole reasoning, however, shews how artificial the law is. An exception which prevented the seizing of goods of third persons would be based upon an intelligible principle.

Concerning Executors "as Such."

By his reserved judgment in *Re Orlebar, Wynter v. Orlebar*, delivered on the 2nd inst. (reported elsewhere), NEVILLE, J., has joined the extraordinary sequence of judges of the Chancery Division who, with a really remarkable uniformity, have consecutively decided to differ, each from his immediate predecessor, in determining an apparently simple point under the Finance Act, 1894—viz., whether, where a general power of appointment over a fund is exercised by will, the appointed fund does or does not pass to the executor "as such," and whether, consequently, the estate duty in respect thereof is or is not payable out of the appointed fund in the absence of any direction in the will to the contrary. There have now been no less than six decisions on this point. In *Re Treasures* (48 W. R. 696; 1900, 2 Ch. 648) KKEWICH, J., held that the property did not pass to the executor "as such," and that, therefore, the estate duty was payable out of the appointed fund, and not out of the testator's residuary estate. This was not, however, followed by BUCKLEY, J., in *Re Moore* (1901, 1 Ch. 691); and, when the question was next considered by BYRNE, J., in *Re Power* (1901, 2 Ch. 659), that learned judge in his turn declined to follow the ruling in *Re Moore*. The authorities were then reviewed by SWINFEN EADY, J., in *Re Fearnside* (1903, 1 Ch. 250), and he found himself unable to follow the then latest authority on the point, and considered that *Re Moore* was clearly right. Some years later WARRINGTON, J., had the opportunity in *Re Dodson* (1907, 1 Ch. 284) of reviewing all the above cases, and, in adopting as his own the judgment of BYRNE, J., in *Re Power*, he was unable to agree with the then latest previous decision. Now it has been the turn of NEVILLE, J., to deal with the same question, and, as before, it has not been the most recent of the previous judgments which has been followed. The six judges of the Chancery Division before whom the question has come are thus equally divided in opinion, and it is much to be hoped that the Court of Appeal may soon be called upon to pronounce between them. In the latest case, *Re Orlebar*, there was not any direction in the testator's will as to payment of testamentary expenses, a direction which has been thought of weight in some of the earlier cases, and NEVILLE, J., held that the construction which he had adopted, so far at all events as personal estate subject to a general power of appointment was concerned, rendered it immaterial whether there was or was not a direction that testamentary expenses should be paid out of the general personal estate. Such a direction, he thought, merely expressed what the law implies, and it seemed to him that the multiplication of artificial distinctions of that kind, should, if possible, be avoided.

Machinery as Fixtures.

THE DECISION of the Divisional Court (PHILLIMORE and WALTON, JJ.) in *Crossley Brothers (Limited) v. Lee* (*Times*, 1st inst.) shews the confusion into which the law as to fixtures has been allowed to fall in consequence of the treatment accorded to *Hellawell v. Eastwood* (6 Ex. 295) in subsequent cases. *Hellawell v. Eastwood* related to spinning mules firmly screwed into the stone floor of a mill, and secured by molten lead being poured on the screws. It was held that they were not fixtures. PARKE, B., laid down a twofold test: (1) The mode of annexation, whether the article could be removed without injury to itself or the building; and (2) the purpose of the annexation, whether for the permanent improvement of the building or for a temporary purpose and the more complete enjoyment and use of the thing as a chattel. The court held as a fact that the mules could be removed without injury to the buildings or themselves, and that the object of annexation was not to improve the inheritance, but merely to render the machines steadier and more capable of convenient use as chattels. Hence they were not fixtures, and were distrainable. But in a long series of cases since, among which *Holland v. Hodgson* (L. R. 7 C. P. 328) and *Hobson v. Gorringe* (1897,

1 Ch. 182) may be noticed, it has been held that, as between mortgagee and mortgagor, machinery similarly affixed is a fixture, and the principle must be the same whether the question arises in regard to exemption from distress, or in regard to the property which passes to a mortgagee. The courts have professed to adopt the law laid down in *Hellawell v. Eastwood*, but have treated it as wrongly applied to the facts of that case. The source of error, however, lies in the statement of the law. A tenant who puts up a machine like a spinning mule or a gas engine has no intention of improving the building; his intention is to put the machine in such a position that he can conveniently use it as long as he is a tenant. The court recognized this in *Hellawell v. Eastwood*, and their statement of the law and its application to the facts of the case seem to be quite in harmony. Subsequent judges have in effect varied the law by dispensing with the requirement that the tenant who affixes a machine to the demised premises shall have the intention of permanently improving them. In effect, therefore, *Hellawell v. Eastwood* has been overruled on the law, and this was recognized by the Divisional Court in the present case of *Crossley Brothers (Limited) v. Lee*, where a gas-engine, firmly affixed to premises by concrete, was held to be a fixture and therefore not distrainable. The object of affixing it was obviously to steady it and enable it to be more conveniently used, and not to improve the premises; but this, in view of the later cases, is not sufficient to preserve it as a chattel.

Duty of Public Bodies with Regard to Children of Tender Years.

THE CASE of *Hastie v. The City of Edinburgh* (44 Sc. L. R. 829) could hardly have arisen under the English law, which does not allow a parent to bring an action for negligence causing the death of a child of tender years, but it is of interest upon the question whether those who have the custody of ornamental ponds are under any duty to make them as little dangerous as is reasonably possible. The plaintiff's case was that his son, four years and four months old, met his death through the fault or negligence of the defendants; that there was an artificial pond in the public park at Inverleith which was badly constructed and dangerous, inasmuch as the inner bank of the pond sloped into the water at an angle of fifty-five degrees, and it was impossible for a child which had slipped down the bank to get to the top of it again. The inner bank was also slippery, and it was difficult, even for an adult, to obtain a foothold on it. The plaintiff's child, on the occasion in question, having slipped into the pond, was unable to climb out of it, or to get out of the water in the pond, and was drowned owing to the steepness of the bank. Further, the depth of the water at the edge of the pond was unnecessarily great, being two to three feet deep at a distance of five feet from the top of the bank, and the bank of the pond was too steep. Had the water been shallow at the edge and the fall of the bank more gradual, the child would have been able to gain a footing and to keep himself above the water till rescued, which he was unable to do. Further, the defendants had made no provision for preventing children of tender years from being on the banks of the pond, which was a danger to them. The Court of Session gave judgment for the defendants, holding that the averments were irrelevant. They said it had been repeatedly pointed out that there was no obligation at common law to fence, or otherwise protect, natural ponds of water, though they might be resorted to, in the knowledge of the owners, by numbers of children. There could be no distinction between an artificial and a natural pond in this respect. The proximate cause of the accident was not the existence of the pond, but the fact of the child being unattended. It had been said that the child had a right to be where it was; of course it had, just as a child has a right to be on the public street. "But if the parents of children of such tender years cannot provide nurses to look after them, their children run risks which other children who are more carefully tended do not. This cannot be altered by law; it is just one of the results of this world as we find it." The question whether there is any obligation to take special precautions for the protection of young children who may be left unattended by their parents is one upon which there is little authority in

English law, and those who are interested in the question should not omit to refer to the judgments in *Hastie v. Edinburgh* and the Scottish cases referred to in the report.

Liability of Father for Daughter's Wedding Cake.

IN THE case of *Prince v. Webster* (22 Supreme Court Rep. Cape of Good Hope, 191) the Supreme Court of the Cape of Good Hope had to deal with two interesting questions, first, the general liability for the price of a wedding cake, and, secondly, the extent to which the maxim *qui tacet consentire videtur* should be applied in a particular case. It appeared that a marriage having been arranged between the defendant's daughter and one DONOVAN, the daughter and DONOVAN went to the shop of the plaintiff, a confectioner, and there ordered a wedding cake to be sent to the house of the defendant. The cake was sent to the defendant, but unfortunately the wedding did not take place; the bridegroom disappeared, and after the day fixed for the wedding the plaintiff sent an account for the cake to the defendant, who neither paid nor repudiated liability. A month after a second account was sent, followed shortly after by a third. On receipt of the third account the defendant repudiated liability. He had endeavoured to find the bridegroom with a view of getting him to pay the money, but had been unsuccessful. In the meantime the cake had gone bad. The court (DR VILLIERS, C.J., and BUCHANAN, J.) gave judgment for the plaintiff. The wedding of the defendant's daughter was to take place in his house. The ordinary course is for the bride's parents to meet the expense of providing the entertainment, and in the opinion of the court it would require very little evidence of ratification on the part of the father, in circumstances like the present, to induce the court to hold that he should be regarded as the purchaser of the cake. The defendant, when the account was first sent to him, did not at once repudiate liability, and the plaintiff was debarred from getting his cake back, because he was left under the impression at the time that the cake had been ordered by the defendant and not by DONOVAN. There was, therefore, sufficient proof of a ratification by the father of the acts of his daughter in ordering the cake to be sent to his house to justify the court in holding that there was a contract rendering him liable to pay for the wedding cake. There can be little doubt of the soundness of this decision. There was really nothing—in the case of an unmarried daughter living under her father's roof—to distinguish an order for a wedding cake from ordinary expenses for clothing and food for which the father would have the bill sent to him as a matter of course. It may perhaps be said that the ordering of a wedding cake is an occasion of an exceptional character, but if the question of the father's liability had been tried by an English jury, the matter would have been disposed of without the least difficulty.

The Legality of Christmas Boxes.

WE UNDERSTAND that a meeting of the representatives of retail firms in London who are engaged in the sale of articles which are commonly bought for Christmas presents has been held at the Cannon-street Hotel to consider the extent to which the Prevention of Corruption Act, 1906, may affect the giving of Christmas boxes. It was suggested that, as a consequence of the passing of the Act, there had been a perceptible decline in the sale of Christmas presents during the last season, and the object of the meeting was to do something to remove the depression which had come upon the trade. We have some difficulty, on referring to the Act, in seeing that it can have any special application to Christmas presents. The Act applies to corrupt transactions with agents. If any agent corruptly accepts or obtains any gift or consideration as an inducement or reward for doing or forbearing to do any act in relation to his principal's affairs or business or for shewing or forbearing to shew favour or disfavour to any person in relation to his principal's affairs or business, both the agent and the person from whom he receives the gift are guilty of a misdemeanour. The question, therefore, is whether a gift which an agent is proved to have received was given to, and accepted by, him for a purpose prohibited by the Act, and the season of the year in which the transaction took place cannot have much bearing on the matter. The law cannot be evaded by calling the gift a Christmas box, and, on the other hand, an agent, like any other individual, may receive

Christmas presents in cases where it cannot for a moment be supposed that there was any intention to influence him with respect to his principal's affairs or business. The position of the donor with regard to the agent and his principal must in each case be considered, and it is idle to ask for general advice as to the legality of Christmas boxes. It would be just as reasonable to ask whether the Act has affected the legality of gifts. The statement of the Attorney-General in the House of Commons "that, in the case of presents openly given to persons in business, friendly, or other relationships, the giver could not be regarded as giving corruptly, and such presents are not, therefore, forbidden by the Act," does not appear to us to be sufficiently explicit, but it cannot be doubted that any secrecy or concealment with regard to the receipt of gifts by an agent is calculated to rouse suspicion as to the object with which the gifts were made.

Assessment of Place of Worship to the Poor Rate.

WE READ that a distress warrant has been recently issued by justices for non-payment of rates which have been assessed in respect of the Westbourne-grove Baptist Church, and that the brokers have been placed in possession under this warrant. We are not accustomed to hear of the assessment of rates in respect of places of public worship, but it is understood that the assessment was made on the ground that entertainments had been given in buildings attached to the church, which could not, therefore, be considered to be exclusively appropriated to religious worship. By the Poor Rate Exemption Act, 1833 (3 & 4 Will. 4, c. 30), an Act to exempt from poor and church rates all churches, chapels, and other places of religious worship, no persons shall be rated to church or poor rates for churches, district churches, chapels, meeting-houses, or premises, or such part thereof as shall be exclusively appropriated to public religious worship and duly certified. Provided that no persons shall be exempted from any such rates for any parts of such churches, district churches, chapels, meeting-houses, or other premises which are not so exclusively appropriated, and from which parts not so exclusively appropriated such persons shall receive any rent or derive profit or advantage. In the Scottish case of *Collops-street Church v. Edinburgh Parish Council* (1901, 3 F. 414) it was held that church and mission halls, sometimes used for temperance meetings, penny readings, and the like, were not within the exemption given by the Rating Exemptions (Scotland) Act, 1874 (37 & 38 Vict. c. 20), which is similar to the Poor Rate Exemption Act, 1833. In *Collops-street Church v. Edinburgh Parish Council* it was held that the mission hall might be rated apart from the church, but the court took occasion to observe that if the hall had been so structurally connected with the church as to be identified with it, there was nothing to prevent the whole combined structure from being assessed to the rate.

Husband's Right to Recover as Damages the Expenses of Nursing His Wife.

HIS HONOUR Judge WILLIS, who had recently occasion to consider in the Southwark County Court a case somewhat similar to *Cavalier v. Pope* (1906, A. C. 428), gave a decision which considerably lessened the harshness of the law as laid down by the House of Lords. It will be remembered that in *Cavalier v. Pope* the owner of a dilapidated house had contracted with his tenant to repair it, but had failed to do so. The tenant's wife, who lived in the house and was well aware of the danger, was injured by an accident caused by the want of repair. It was held by the House of Lords that the wife, who was not a party to any contract, could not be in a better position to recover damages than a customer or guest, and that she had no claim against the owner of the house. In the case before the county court judge the plaintiff's wife had been injured under circumstances which closely resembled those in *Cavalier v. Pope*, and it was submitted that the case was governed by that decision. The judge adopted this view, but added that the husband was entitled to recover the expenses which he had incurred in restoring his wife to health, as there was a legal obligation on a husband to provide medical attendance for his wife. Judgment was accordingly given for the plaintiff for the amount of the doctor's charges. A reference to the *Precedents of Pleadings*

shews that the husband, in an action for injury to his wife through the negligence of the defendant, is entitled to recover damages, not only for the loss of the benefit and assistance of his wife in his domestic affairs, but for the money which he has been forced to expend in nursing and attending her, and it is probable, though it is not expressly stated, that the husband recovered similar damages in *Cavalier v. Pops*.

The Examiner of Plays.

It is stated that the Prime Minister will during the present month receive a deputation of English dramatic authors who will present a petition in favour of a law depriving the Lord Chamberlain of his jurisdiction over new plays. The Theatres Regulation Act, 1843, s. 12, requires a copy of every new play to be sent to the Lord Chamberlain, and if the Lord Chamberlain does not forbid it within seven days, it may be represented. The examination is the duty of a special officer of the Lord Chamberlain's department, the Examiner of Stage Plays. A large number of dramatic authors appear to be in favour of a repeal of this section, but a larger proportion of the directors of theatres are of a different opinion, and are willing that the law should remain unaltered. The dramatic authors think it is intolerable that their works should be subject to the arbitrary will and pleasure of one man, who is neither responsible to the courts nor to Parliament; who pronounces judgments for which no reason is given, and from which there is no appeal. Why, they ask, should the writers of plays be subject to a censorship which does not apply to books, paintings, or sculpture? It may well be that the existing law might, with some advantage, be amended by giving, under proper safeguards, an appeal from the decision of the Examiner of Plays. But the abolition of his office is a different matter, and we think that the general opinion will be that a stage play which is represented before a crowd of persons of all ranks in life is much more of a public entertainment than a book or picture, and that there is good ground for contending that the power should be given to some official or officials of preventing performances calculated to offend public decency and morals.

Right of Husband to Prevent the Assumption of his Name by his Divorced Wife.

THE FRENCH courts will shortly consider the question whether a husband can maintain an action against his wife for passing by his name after he has obtained a divorce from her. M. FILLIAUX, the manager of the Theatre des Nouveautés, applies for an interdict to restrain his divorced wife from allowing herself to be addressed as "Madame FILLIAUX," and similar proceedings have been taken in the Tribunal of the Seine by a well-known actor. There appears to be some authority for the proposition that under the law of France a person who has the right to bear a name is entitled to prevent another from usurping it, but it will be remembered that in *Cowley v. Cowley* (1901, A. C. 450) the House of Lords considered that the law of England does not recognize the absolute right of a person to a particular name to the extent of entitling him to prevent the assumption of that name by a stranger, and that if this is true of strangers, it is *a fortiori* true of persons who have once acquired the right to use a name which the usages of society allow them to retain. The judgment of the French courts will in any case be an addition to the law upon a subject of general interest.

The Father of Solicitors.

OUR READERS will see from the letter of our valued correspondent, Mr. F. K. MUNTON, which we print elsewhere, that Mr. F. H. JANSON, who was admitted in 1835, is now installed as the father of solicitors, in the place of Mr. ALGERNON FIELD, of Leamington, deceased. We have particular pleasure in recording this fact, since we believe that Mr. JANSON was, over half a century ago, one of the fathers and founders of the SOLICITORS' JOURNAL.

According to present arrangements, says the *Times*, the three Appeal Courts now sitting will continue to sit up to the Christmas Vacation.

Water Rates a Charge upon the Premises Supplied.

THE perusal of one of the statutes of the last session of Parliament suggests the reflection: How many conveyancers, when about to complete a purchase of house property, satisfy themselves that the vendor has paid the water rate as well as the usual outgoings? We know of some who do, but they are probably few. Yet, under certain circumstances, arrears of water rate may be just as effective a charge upon house property as estate duty.

To turn for a moment to the charter of all water companies, the Waterworks Clauses Act of 1847, it will be seen that the rate is payable by the occupier, unless the annual value of the premises supplied be less than £10, when the owner is liable. Also, if the rate be not paid, the water may be cut off—a most effective means of recovering arrears from the occupier who ought to have paid, albeit one which is not regarded with approval by sanitary authorities. Moreover, it was soon found to be no remedy at all when the owner, who resides elsewhere, is liable.

Accordingly in 1887 the Water Companies (Regulation of Powers) Act (50 & 51 Vict. c. 21) was passed, by which "cutting off" was prohibited where the rate is payable by the owner, but the arrears were made a charge upon the house in priority to all other charges affecting the same; and without prejudice to such charge, the water company might recover the rate from the owner or the occupier, the latter being empowered to deduct from his rent any sum so recovered from him. This Act, while reducing the number of cases of "cutting off" in precisely those areas where they are most likely to be prejudicial to the public health, has enabled water companies to collect large arrears of rates; for the wily owner of slum property, who protests his inability to pay, eventually does so when informed that he will receive no rents until the arrears are wiped off; or if his property be untenanted—as it so often is on these occasions—that the company will be reluctantly compelled to sell it, and that it will be worth their while to do so, although it may be mortgaged sixteen times!

The danger of purchasing property subject to this statutory charge is illustrated by the case of *East London Waterworks v. Kellerman* (1892, 2 Q. B. 72), in which case a purchaser of this class of property was held liable for payment of rates accrued due two years before the date of the purchase. Moreover, it is possible for a considerable number of properties to become subject to the charge, since the Act of 1847 refers also to "parts of dwelling-houses occupied as separate tenements"—e.g. to blocks of small flats. Again, the Act of 1887 applies in all cases where the owner is liable by agreement with the water company, as well as where he is liable by law. Thus in the case of *Lambeth Waterworks v. Richardson* (Journal of Gas Lighting and Water Supply, May 20th, 1890) it was held to apply to rates payable by law by the occupier, but by agreement with the water company "farmed" by the lessee for a lump sum; and the company obtained judgment for arrears of rates against the superior landlord, who had ejected the lessee who had made the "farming" agreement. Moreover, the private Acts of several water companies extend the limit of the owner's liability to all houses of an annual value of £20 or under. And by the Metropolitan Water Board Charges Act of this year, which comes into operation next year, the owners of houses of a rateable value of £20 or under will be liable for the rate over the whole of the area formerly supplied by the Metropolitan water companies, whose undertakings the Water Board took over three years ago.

When acting for a purchaser of house property, care must therefore be taken—especially if the property be in or near London—to ascertain whether the owner is liable for the rate; and if this be found to be the case, an unequivocal reply to the requisition, "Are there any arrears of water rate?" must be insisted on. In this connection it should be borne in mind that water rates are by law payable quarterly in advance, and that if two quarters' payments be collected together, that is only for convenience.

Some Further Statutory Anomalies.

We recently (*ante*, p. 6) had occasion to refer to the parental character of some modern legislation, and to draw attention to the spread of forty-shilling penalties, especially with regard to domestic offences. Another illustration of the same meddlesome tendency is afforded by the case of *Attorney-General v. Brighton Corporation* (*Times*, October 31st), but in this case it is the shop, and not the home, which is the subject of legislative interference, the interference in the former case being far more mischievous, and the penalty far greater, than in the latter. The case, which is the first to be decided under the Shop Hours Act, 1904, seems to us of very considerable importance, not so much because of what it decides, but because it clearly points to the evils of officious legislation.

In order to understand the significance of the case it is necessary to give some details. The action was brought by the Attorney-General, at the relation of a Brighton hairdresser and barber, against the Corporation of Brighton, for an injunction to restrain the defendants from proceeding with a proposed order for closing hairdressers' and barbers' shops in Brighton, and for a declaration that the proposed order was outside the powers conferred upon local authorities by the Shop Hours Act, 1904. The Act provides that the order "may fix the hours on the several days of the week at which . . . all shops, or shops of any specified class, are to be closed for serving customers." The order in question provided that every shop in Brighton wherein the trade or business of a hairdresser or barber was carried on should, so far as such shop was used for carrying on such trade or business, be closed on Thursdays at 2 p.m. Objections can be made to such an order, and objections were made with considerable force, but with little effect. The principal objections were (1) that the order was *ultra vires*; (2) that no provision was made for distinguishing different classes of businesses, but that the order treated the high-class hairdresser who closes early on Saturdays in the same way as the small barber who keeps open till midnight on Saturday and opens on Sunday; (3) that the order should be confined to the room in which shaving is carried on and should not extend to the art of the hairdresser; (4) that the art or craft of dressing ladies' hair for state or social functions was outside the scope of the order; and (5) that toilet articles were sold by other shops which would not be affected by the order, and such shops would therefore have an unfair advantage. In spite of these objections, the order was sent without amendment to the Home Office for confirmation. It was contended on behalf of the plaintiffs that the order was *ultra vires*, because it fixed the hour for closing on only one day of the week, instead of every day of the week; that the local authority was bound to distinguish between the different requirements of different shopkeepers in the same trade, and that the order was unreasonable. The court dismissed the action on the short ground that the order had been confirmed, and that the defendants were *functus officio*; but the judge expressed his opinion that the order was reasonable, that the class of hairdressers and barbers could not be divided, and that the contention that the order was *ultra vires* was quite untenable.

We are not now concerned with the first point, which may or may not be correct, nor with the last, with which, if we may say so, we entirely agree; but with regard to the other two points we venture to say that if the judge is right the Act is wrong. If, on the true construction of the Act, the order we are considering is necessarily reasonable, then we are constrained to the opinion that the Act is both meddlesome and mischievous, and is but another instance of the evils of parental legislation. His lordship said he could not conceive a more reasonable order than that these shops should be closed for one afternoon in the week. But that was not the point; the question was whether the time fixed for closing was the one most suited to the trade and least likely to interfere with business. The judge also brushed aside the question whether there ought to be a distinction between barbers and hairdressers by saying that the class could not be divided, though this was a vital point to those most concerned. It was contended, and practically ad-

mitted, that there is all the difference in the world between a high-class hairdresser and a small barber; between the man who practises an art and the one who only follows a trade; between the barber who shaves for a penny and the coiffeur, who not only dresses ladies' hair for state functions, but also performs such delicate operations as manicuring and chiropody. It was suggested that the line might be drawn between scientific and unscientific, or between ladies' and gentlemen's hairdressers, either of which would have met the difficulty; but all to no purpose, they were all lumped together in one class, though we cannot think that it was the intention of the Act to obliterate such important social distinctions. It was argued that in these democratic days all men are equal, and you cannot distinguish one shopkeeper from another, and it was supposed to clinch the matter by saying that you cannot speak of better-class barbers and worse-class barbers, since they are all equal. Equal, forsooth! We venture to think that if any briefless and newly-fledged barrister were to openly claim equality with his Majesty's judges he would receive a very prompt and sharp reminder that he was talking nonsense.

The unreasonableness of this Procrustean order, which makes every shopkeeper lie upon the same bed, whether it fits him or not, is further shown by the fact that no such order obtains in Hove. Now, Hove is practically part of Brighton, and so it comes to pass that what is illegal in one street is permissible in the next, and you have only to step over an imaginary boundary line to enjoy all the pleasures of the perfumer's art which is denied to you in Brighton. In Hove you may still enjoy what we have hitherto regarded as the inalienable right of every man to be shaved when and where he will. It may be that he may be shaved in his own home even by a barber, but not in a shop. Nor are the rigours of the order confined to the shop; they penetrate to the hotel. In the Hotel Metropole there is a hairdresser's saloon for the convenience of visitors, but no visitor may indulge in shave or shampoo on Thursday afternoon. As the clock strikes two the fate of the unshorn is sealed, and there goes forth the fiat: He that is filthy, let him be filthy still!

It is sufficiently obvious, at least to us, that whatever other effect the Act may have, it must have the effect of restricting and harassing trade. Now, the law courts have for generations been buaying themselves with laying down rules against restraint of trade. Those rules have been framed in the best interests of the community as a whole; they are founded on public policy and sound common sense. But what is to become of our laws, the judicial wisdom of ages, is a miscellaneous Legislature is to empower a still more miscellaneous local authority to set them aside. The only argument put forward as a justification for this state of things is that, whatever else happens, shopkeepers' assistants must have a half holiday. That is a wholly inadequate reason. We know some people who work 365 days in the year and are all the better for it; we know of many shopkeepers who have no assistants; we know many assistants who would very much prefer to fix their own holidays. It surely cannot be beyond the resources of civilisation to frame some scheme, or make some arrangement, under which assistants would get their holidays without a hindrance to business or inconvenience to the public.

It should be added, as shewing the severity of the Act, that you cannot evade an order by paying a nominal penalty. Section 5 shews what will happen to any one who has the temerity to shave or be shaved during closing hours. The penalties range from £1 for a first offence to £30 for third and subsequent offences; and however disposed a barber might be to submit to a 20s. fine for the sake of a profitable afternoon's business, not even a high-class hairdresser could long withstand the strain of £20 penalties. Shopkeepers may rebel, but in the end they will have to bow to the powers that be, and submit unconditionally to the order of the local authority.

The dinner to be given by the Western Circuit to Mr. Justice Coleridge will take place at the Café Monico, on Monday, the 16th of December, at 7.45. All applications must be made to Mr. R. G. Seton, 1, Brick-court, Temple.

Compound Settlement Law.

A USEFUL addition to the previously existing authoritative expositions of the doctrine of compound settlements was lately made by Mr. Justice KEEWICH, in the case of *Re Child's Settlement* (1907, 2 Ch. 348). In 1872 a spinster had by deed declared that three persons—to whom, presumably, she had assigned some mortgage debts—should stand possessed of those debts upon trust for investment, and for payment of the income to herself during her life, and afterwards for her children (if any) on attaining the age of twenty-one years. She also empowered the trustees, upon her request, to invest any of the trust funds in the purchase of land. The land was to be conveyed to them upon trust for sale, during her life at her request, and after her death at their discretion, and the proceeds were to be held upon the same trusts, and subject to the same powers (including that power) as the money laid out in the purchase of land would have been subject to if the same had not been so laid out. Until the land should be sold the settlor directed the trustees to pay or apply the rents and profits of it as the income of the funds applied in its purchase would have been payable or applicable in case such purchase had not been made. She also declared that the land which should be purchased should be considered as money subject to the same trusts as the money laid out in the purchase thereof would for the time being have been subject to if it had not been so laid out. The settlor afterwards married, and had a child born in 1891. Subsequently, the trustees, at the request of the settlor, bought freehold land with part of the trust fund, and took conveyances to themselves upon the trusts of the settlement.

By an originating summons the settlor asked that a further sum might be raised out of the trust fund and applied in discharge of expenses incurred in improvements of the purchased land, and that for that purpose she might be declared to be, under the Settled Land Act, 1882, tenant for life of, or entitled to the powers of a tenant for life over, the purchased land, and that the money and investments held by the trustees of the settlement of 1872 were capital money arising under the Act. On behalf of the infant remainderman, counsel objected to the application, on the ground that the settlement was one of pure personality, and that there was no express trust for investment in land, but merely a power.

The learned judge did not admit the validity of the objection. After adverting to the fact that the land was not intended to be held as part of the trust property, inasmuch as there was an absolute trust for sale which was intended to effect a conversion, and to prevent the land going as land, he added; yet until sale the land was to be held upon trust for persons by way of succession. He did not say what instruments together created or were the settlement; but he quoted the Settled Land Act, 1882, s. 2, sub-section 1, and said that its language hit the case exactly. His view must have been that the settlement of personality in 1872 and the purchase deeds were a "number of instruments . . . by virtue of which" the purchased "land" stood "for the time being limited . . . in trust for . . . persons by way of succession" and created, or were for the purposes of the Act, the settlement.

KEEWICH, J., however, treated section 63 of the Settled Land Act, 1882, as the provision properly applicable to the case. The purchased land was land which, by virtue of a number of instruments, was "subject to a trust . . . for sale," and to a trust "for the application . . . of the money to arise from the sale, or the income of that money, or the income of the land until sale . . . for the benefit of" a "person for his life." Accordingly it was to "be deemed to be settled land; the . . . instruments under which the trust" arose were to "be deemed to be a settlement; the person for the time being beneficially entitled to the income of the land . . . until sale" was to "be deemed to be tenant for life thereof; . . . and the persons, if any, who" were "for the time being under the settlement trustees for sale of the settled land . . . were to be "for the purposes of" the Settled Land Act, 1882, "trustees of the settlement." There would, therefore, the learned judge said, be a declaration that the settlor was to be deemed tenant for life of the land subject to the settlement within the meaning of the Settled Land Act, 1882. The powers given by section 63, he added, must be exercised only with the leave of the court, and the person must be named to whom the leave was given: Settled Land Act, 1884, s. 7, sub-sections (i.), (ii.). In the case under consideration the settlor, who was to be deemed tenant for life, must, of course, have been that person.

The decision seems to have been required equally by the words and the general policy of the statutes. KEEWICH, J. (p. 351) thought it hard to believe that the point presented to him for decision had never arisen before. It may have arisen, and the effect of his lordship's decision may have been anticipated by

private advisers. If it has, a decision in favour of the objection made on behalf of the remainderman would have been disastrous to any title already accepted on the unexpounded words of the Act alone. If the decision was inevitable, it is none the less welcome.

The decision in *Re Child's Settlement* was primarily a denial of the validity of the distinction between it and *Re Moore* (1906, 1 Ch. 789), upon which counsel for the infant remainderman relied—the distinction that in *Re Child's Settlement* the trustees were only empowered to buy and settle land, whereas in *Re Moore* the trustees held their money upon trust to buy and settle land. The two cases shew that a settlement of personality which either directs or only authorizes the trustees to buy and settle land will, when land is bought and settled, be a settlement within the meaning of that word in the Settled Land Acts.

But the contribution to that proposition made by the decision in *Re Moore* was rather implied than expressed. The expressed decision was of another character. A testator had devised land to trustees upon trust for a man for life, with remainder in trust for his eldest son for life, with trust remainders over. He had empowered the trustees to sell any part of his real estate, except a specified mansion and land occupied therewith, and to invest the proceeds in land to be settled upon the same trusts as the land devised. He had also given his personal estate to the same trustees upon trusts, to convert it and to hold the proceeds upon the same trusts as those upon which he had directed the proceeds of sale of the settled land to be held. The trustees had sold all the devised land, except the mansion and land occupied therewith, but had not with the proceeds bought other land. They consequently ceased to have power to sell land settled by the will. They had, however, invested money produced by conversion of parts of the testator's personality in the purchase of land, and had taken conveyances of that land to themselves upon the trusts required by the will. They had afterwards consented to a sale, by the tenant for life in possession, of the devised mansion and land occupied therewith. The purchaser doubted whether the trustees were "trustees with power of . . . sale of other land comprised in the settlement, and subject to the same limitations as the land to be sold" (Settled Land Act, 1890, s. 16, sub-section (i.); because, as his counsel argued, "comprised" in the sub-section must mean "originally comprised"; if not used in that meaning it would be unnecessary. But SWINFEN EADY, J., thought it impossible to give such a limited and narrow construction to the sub-section; "comprised in," he said, meant "for the time being comprised in," and he answered the question put by the summons by declaring that the trustees were the trustees of the mansion house for the purposes of the Settled Land Acts. Mr. Justice SWINFEN EADY's decision was based by him upon a consideration of the Act of 1890 only. His conclusion, however, is also supported by the Settled Land Act, 1882, s. 2, sub-section 1, where the instrument which creates or is, or the instruments which create or are the settlement, is or are the instrument or instruments by virtue of which land stands for the time being limited.

Re Moore tacitly—perhaps inadvertently—decided a question which is still thought to be undetermined, except in so far as it was determined by *Re Spearman Settled Estates* (1906, 2 Ch. 502)—that is to say, the question, whether trustees of a compound settlement for the purposes of the Settled Land Act can be appointed by other means than an order of the court made under Settled Land Act, 1882, s. 38. The settlement of land made by the will of Mr. Moore, coupled with the conveyances to his legatees in trust of land purchased and settled by them pursuant to their trust, was a compound settlement in the only sense attributable to that term, which corresponds with any provisions of the Settled Land Acts, that is to say, in the sense of there being a settlement which several instruments create or are. There is another sense in which a compound settlement might be said to exist—in the sense of the will containing two sets of trusts of different subjects, one being trusts by way of settlement of land, the other being trusts of personality for conversion by sale, to be followed by reconversion by purchase, and that by subjection of the purchased land to trusts by way of settlement, like those of the devised land. The Settled Land Acts do not contain any provision specially applicable to a compound settlement of this kind. Could it have been said that trustees of either of the two compound settlements just described "did not exist"? If for that reason an application had been made to the court for an appointment, under the power conferred by the Settled Land Act, 1882, s. 38, of trustees of either or of both of those compound settlements, as constituting a settlement, would the court have had jurisdiction to comply with the request? On the occasion of the hearing by Mr. Justice SWINFEN EADY of the application which is reported, it does not appear that either the counsel or the court discovered any lack of authority in the trustees.

In the *Child's Settlement* case also the deed declaring trusts of

personalty, coupled with the conveyances of purchased land, were several instruments by virtue of which the land stood limited in trust for persons by way of succession, and they created or were the settlement for the purposes of the Acts; nor was it in that case suggested that the trustees of the personality settlement were not also the trustees of the instruments which created or were the settlement for the purposes of the Acts. J. B. V.

Reviews.

Costs.

GUIDE TO THE PREPARATION, DELIVERY, AND TAXATION OF COSTS. WITH PRECEDENTS OF BILLS OF COSTS IN ALL THE DIVISIONS OF THE HIGH COURT OF JUSTICE, &c., &c., AND NOTES AND DECISIONS THEREON. ELEVENTH EDITION. By C. W. SCOTT, assisted by A. W. PORTER, both of the Supreme Court Taxing Office, Royal Courts of Justice. IN TWO VOLUMES. Waterlow & Sons (Limited).

This work appears to have been very carefully revised and brought up to date. The consequent increase in size has led to its division into two volumes, and for this purpose the subject-matter has been rearranged. All the precedents of bills of costs have been placed in the first volume, while the extracts from statutes, orders, and rules, as well as most of the notes, have been collected in the second volume. The first volume opens with a series of practical directions for the taxation of costs in the Supreme Court Taxing Office, and the precedents include bills of costs in the Chancery and King's Bench Divisions, in the Crown Office, in conveyancing matters under the Solicitors' Remuneration Act, 1881, in probate proceedings, contentious and non-contentious, in admiralty, divorce, bankruptcy, and companies (winding up), in the county courts and the Mayor's Court, in the House of Lords and Privy Council, and in Parliamentary proceedings. These precedents will be found invaluable in drafting bills of costs, and on the considerations which affect costs in particular cases much information is afforded by the notes in Volume II. The authorities on solicitor and client costs under the Public Authorities Protection Act, 1893, are collected at p. 945; those on the right of a solicitor-trustee to charge costs, whether for professional work only, or also for non-professional work, including the recent case of *Re Chalinder & Hetherington* (1907, 1 Ch. 58), at pp. 988, 989; while the general principles of the costs to be allowed on taxation, whether between party and party or between solicitor and client, are stated in a well-arranged note to R. S. C. ord. 63, r. 27 (29). Reference may also be made to the very full notes on allowances to witnesses, shorthand notes, solicitors' journeys, copies of documents, and counsels' fees, with the statement of the cases in which three counsels are allowed (pp. 1012-1034), and to the notes on the Solicitors' Remuneration Order (pp. 1215-1238). The work is a very complete guide to all matters relating to costs.

Company Law.

THE SECRETARY'S MANUAL ON THE LAW AND PRACTICE OF JOINT STOCK COMPANIES. WITH FORMS AND PRECEDENTS. By JAMES FITZPATRICK, F.C.A., and T. E. HAYDON, M.A., Barrister-at-Law. ELEVENTH EDITION. Jordan & Sons (Limited).

The duties of the secretary of a company are of a responsible character, and it is necessary that they should be performed with skill and accuracy. In particular, the keeping of the register of members, and the ascertaining, previously to board meetings, that transfers which have been sent in are in order, are matters which may have an important effect upon the rights and liabilities of shareholders and persons having dealings with them. Care is required also in seeing that the preliminaries for meetings of the company are duly observed, and that resolutions are properly passed and recorded, and in making the returns required to be filed with the registrar of joint stock companies. The present book, which now appears in its eleventh edition, has for some years past afforded valuable guidance to secretaries upon these and other similar points, and it has been revised so as to include the more important of the recent cases and also the provisions of the revised Table A. Throughout the book there are frequent forms which show how the books of the company—both registers and account books—should be kept, and the ordinary transactions in the management of the company carried through, and explanation is given of particular matters on which secretaries are likely to need information, such as the Stock Exchange requirements for granting a quotation. The arrangement and style of the book make it very suitable for ready reference.

The Final Examination.

INDERMAUR AND THWAITES' ARTICLED CLERK'S GUIDE TO, AND SELF-PREPARATION FOR, THE FINAL EXAMINATION: CONTAINING A

COMPLETE COURSE OF STUDY, WITH BOOKS TO BE READ, LIST OF STATUTES, CASES, TEST QUESTIONS, QUESTIONS AND ANSWERS, AND FULL DETAILS AND PARTICULARS OF THE EXAMINATION BOTH FOR PASS AND HONOURS. SEVENTH EDITION. By CHARLES THWAITES, Solicitor. Stevens & Haynes.

The objects and contents of this book sufficiently appear from the title-page. In the author's own words, it aims at presenting to students "a very complete course of study . . . with all reasonable assistance to enable them to obtain the success they desire." Accordingly it details the work which the student has to cover and shows how his time may be apportioned to the various subjects. It also adopts the familiar method of giving the student the benefit of test questions and answers. It is better, as the author would admit, to know the books than to busy oneself over test questions, but these have their use and they enable the student to discover whether his efforts have given him the command of the subject which examiners require.

Equity.

THE STUDENT'S GUIDE TO THE PRINCIPLES OF EQUITY. THIRD EDITION. By CHARLES THWAITES. Law Students' Journal Office.

This work is one of a series of guides to the Bar Final Examination. It first suggests a course of reading, which includes the leading students' books on equity; it then gives a series of test questions on Messrs. Indermaur and Thwaites' Manual of Equity, while the bulk of the work is devoted to a digest of questions—presumably those which have been set in examinations—and answers. The student will find it a useful means of testing how far he has mastered the principles of the subject.

Books of the Week.

The Law of Workmen's Compensation, with the Irish Rules and Forms. By HENRY HANNA, LL.B. (Lond.), Barrister-at-Law. Second Edition. By the Author and THOMAS D. KINGAN, M.A. (Oxon.), Barrister-at-Law. Dublin: Edward Ponsonby.

The English Reports. Vol. LXXXVIII.: King's Bench Division VII., containing Godbolt; Croke, Elizabeth. W. Green & Sons, Edinburgh; Stevens & Sons (Limited).

The German Civil Code, Translated and Annotated, with an Historical Introduction and Appendices. By CHUNG HUI WANG, D.C.L. Stevens & Sons (Limited).

Trial of James Stewart (The Appin Murder). Edited by DAVID N. MACKAY, Writer, Glasgow. Sweet & Maxwell (Limited).

Sweet & Maxwell's Diary for Lawyers for 1908. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

Correspondence.

The "Father" of the Profession.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Mr. Algernon Field, of Leamington, has passed away at a patriarchal age. He was the "Father" of the whole legal profession. Admitted a solicitor in 1834, his name appears in the current *Law List* for the 73rd time. I have pointed out in previous letters that two solicitors in my day (though now long since dead) took out a 75th certificate!

The mantle of the "Father" of the joint profession has fallen on Mr. Hake, of Brighton, still living there (in his 97th year). He was called to the bar in May, 1835, eighteen months earlier than that eminent veteran, Mr. Arthur Burrows.

My old friend, Mr. F. H. Janson, of London, is now the "Father" of the solicitor branch, having been enrolled 72 years ago (Michaelmas, 1835).

As far as I know, the oldest solicitor in England (in point of age) is Mr. Richard Peter, of Launceston. His son notifies me that, though not taking out a certificate, Mr. Peter has entered his 99th year! Let us hope that we may be able to congratulate him as the "centenarian" of my craft.

I am writing away from home.

FRANCIS K. MUNTON.

Nov., 1907.

The Public Trustee.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—On glancing through a provincial paper this week, I have

come across the following under the ordinary correspondence columns of the paper:—

"Office of Public Trustee.

"Sir,—It may interest your readers to know that I opened the Office of Public Trustee at the under-noted address on the 1st of October.—I am, yours faithfully,
"C. J. STEWART.
"3 and 4, Clement's-inn, W.C."

Is it quite consistent with the dignity of a public office to advertise in this way, and is it quite fair to seek to divert work to the office by means of such advertisement?
VIGILANCE.

Points to be Noted.

Conveyancing.

Deed—Misrepresentation—Plea of Non est Factum.—Where a person executing a deed knows that it deals with certain property, but does not inform himself as to the manner in which it deals with the property, or as to its contents, he cannot set up the plea of *non est factum* because there has been a misrepresentation to him as to its effect. One who held property as a nominee was requested by his principal to execute a deed "transferring" the property. The deed did transfer the property, but not in the sense understood by the nominee. It was a mortgage which included a covenant whereby the nominee became personally liable for the mortgage money. It was held that, since the deed in fact dealt with the property, and the misrepresentation was only as to its contents, the nominee could not escape under the plea of *non est factum*. Moreover, the suggestion in *Bagot v. Chapman* (1907, 2 Ch. 228, at p. 228) that a deed can be severed, and held good as to the part dealing with property, and void as to the part creating a personal liability, is not to be relied on.—*HOWATSON v. WEBB* (Warrington, J., Feb. 22; affirmed C.A., Oct. 25) (1907, 1 Ch. 537; ante, p. 11).

Voluntary Settlement—Delaying Creditors—Avoidance under 13 Eliz. c. 5.—Under 13 Eliz. c. 5 conveyances made to the intent to delay, hinder, or defraud creditors are void, save in favour of purchasers for good consideration and without notice; but whether a conveyance of particular property will have the effect of defeating creditors so as to fall within the statute will depend upon whether they could have had recourse to it but for the conveyance. For this purpose they must have a remedy against it by execution, and the scope of the statute has been from time to time extended as various kinds of property have been made available for creditors either by legal or equitable execution. By the Judgments Acts, 1838 and 1840, a charging order can be obtained on stocks and shares, whether standing in the name of the debtor or of a trustee for him, and also on any interest in stocks or shares. It has been doubtful how far these Acts apply where the debtor is entitled only to share in the proceeds of sale of stocks or shares left in trust for sale. Where, however, the trust will not necessarily be executed, and the debtor may ultimately take the stocks or shares, or part of them, *in specie*, he has an interest therein which can be the subject of a charging order; and this is so in the case of an ordinary trust for sale and conversion, and for division of the proceeds among a class after the death of a tenant for life. Hence a settlement by a member of the class of his share under the will, when he is insolvent, tends to defeat creditors, and may be avoided under 13 Eliz. c. 5.—*IDEAL BEDDING CO. (LIMITED) v. HOLLAND* (Kekewich, J., April 24) (1907, 2 Ch. 157).

CASES OF THE WEEK.

Court of Appeal.

Re AN ARBITRATION BETWEEN COLMAN AND WATSON.
No. 1. 1st Nov.

PRACTICE—APPEAL—PRACTICE AND PROCEDURE—ENFORCING AWARD—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), ss. 1, 12—JUDICATURE ACT, 1894 (57 & 58 VICT. c. 16), s. 1, SUB-SECTION 4.

An appeal from an order of a judge at chambers upon an application to enforce an award under section 12 of the Arbitration Act, 1889, lies direct to the Court of Appeal, the matter being one of practice and procedure within the meaning of section 1, sub-section 4, of the Judicature Act, 1894.

Appeal from an order of Pickford, J., at chambers. One Watson arranged to take a lease of a house from one Colman, but subsequently he asked to be released, and offered to pay £50. Colman agreed to release him, but refused the £50, and the parties agreed to appoint an independent person to fix the amount. The person so appointed fixed the amount at £243, and Colman took out an originating summons under section 12 of the Arbitration Act, 1889, which was intitled in the matter of the Arbitration and in the matter of the Arbitration Act, 1889, "for leave to enforce the award . . . in

the above arbitration in the same manner as a judgment or order to the same effect." The master gave leave to enforce the award by issuing execution, but Pickford, J., reversed this order, holding that the assessment of the amount was a valuation and not an award in an arbitration, and that, therefore, there was no jurisdiction to make an order under section 12 of the Act. Colman appealed to the Court of Appeal. Upon the appeal coming on, a preliminary objection was taken on behalf of Watson that this was not a matter of practice and procedure within section 1, sub-section 4, of the Judicature Act, 1894, and that therefore the appeal ought to have been brought to the Divisional Court and not to the Court of Appeal. It was contended that a matter of practice and procedure must be in a matter already in the High Court: *Watson v. Petts* (47 W. R. 68; 1899, 1 Q. B. 54); *Long v. Great Northern and City Railway Co.* (50 W. R. 402; 1902, 1 K. B. 813); *Re Frere* (53 W. R. 242; 1906, 1 K. B. 366). There must be a matter in the court prior to and independently of the application in question. Here the originating summons for leave to enforce the so-called award was the only matter in the High Court. *Re Shaw and Ronaldson* (1892, 1 Q. B. 91), *Ex parte Caucasian Trading Corporation* (44 W. R. 439; 1896, 1 Q. B. 368), and section 1 of the Arbitration Act, 1889, were also referred to.

THE COURT (VAUGHAN WILLIAMS, L.J., and BIGHAM, J.) overruled the objection.

VAUGHAN WILLIAMS, L.J., said that it was common ground that there must be some cause or matter depending in the High Court when the particular application was made to enable the appeal to be brought to the Court of Appeal direct. By section 1 of the Arbitration Act, 1889, a submission "shall have the same effect in all respects as if it had been made an order of court." A submission within the Arbitration Act, 1889, was defined by section 27 to be a written agreement to submit present or future differences to arbitration, whether an arbitrator was named therein or not. In his opinion, when there was a submission to arbitration within the Act, they must treat the submission as if it had been made an order of the court; assuming, therefore, the submission came within the Arbitration Act, 1889, the appeal was properly brought to this court.

BIGHAM, J., agreed.

THE COURT then decided upon the merits that the assessment of the amount to be paid was a mere valuation and not an award in an arbitration, and that, therefore, there was no jurisdiction to give leave to enforce the award under section 12 of the Arbitration Act, 1889.—*COUNSEL, W. E. Hume Williams, K.C., and A. M. Brenner; Montague Lush, K.C., and D. M. Hogg. SOLICITORS, Ashurst, Morris, Cripp, & Co.; F. Lawson Lewis.*

[Reported by W. F. BARRY, Barrister-at-Law.]

CHALLONER v. ROBINSON. No. 2. 1st Nov.

DISTRESS—GOODS OF UNDERLESSEE—DISTRESS FOR RENT DUE FROM HEAD LESSEE—EXEMPTIONS—PUBLIC TRADE—PROPRIETARY CLUB—PICTURES SENT BY MEMBERS OF CLUB FOR EXHIBITION AND SALE ON COMMISSION.

Pictures sent by members of a proprietary club to the committee of the club for exhibition or sale are not delivered to the proprietor of the club to be "managed in the way of his trade," and are consequently liable to distress by the head lessor for rent due, even though the arrears were due, not from the proprietor of the club, who was an underlessee, but from the head lessee.

This was an appeal from a decision of Neville, J. The plaintiff was the proprietor of a proprietary club called the United Arts Club; he was tenant from year to year, and occupied for the purposes of the club, certain rooms forming part of No. 26, King-street, St. James's, known as Willis's Restaurant, under an agreement with Edouard Willis's Restaurant (Limited), who were the lessees of the restaurant under a lease for a long term of years from the defendants. The plaintiff undertook all the liabilities of the United Arts Club, and received all the profits, but the management of the club was in the hands of a committee, of which he was a member. One of the objects of the club was to facilitate the sale of pictures and other works of art by the members of the club, and for this purpose constant exhibitions were held. Pictures and other articles exhibited were sold by the club, who retained a commission of ten per cent., which belonged to the plaintiff as part of his profits. Only members of the club could send pictures to the exhibitions, which were not open to the public on payment, but only to persons introduced by members or invited, and very numerous invitations were issued. In May, 1907, the defendants put in a distress for six quarters' rent due to them from Edouard Willis's Restaurant (Limited), and seized under the distress certain pictures which had been sent to one of the club exhibitions then being held by members of the club. The plaintiff brought this action, and moved before Neville, J., for an injunction to restrain the defendants from proceeding with the distress. At the hearing in the court below the defendants waived any objection, on the ground that the pictures seized did not belong to the plaintiff, but to the artists who sent them, and consented to the case being determined as between them and the artists. Neville, J., came to the conclusion that as the law stood he was bound to hold that the pictures in question were liable to distress, unless the plaintiff could make out that the pictures had been delivered to him to be "managed" in the course of his trade, and it was established that the trade must be a public trade; it had been held that this was not confined to cases where the trader was obliged to sell to all the public, but his lordship thought that the trading must be open to all the public. In the present case the plaintiff was not carrying on the trade of a commission agent for all who chose to deal with him; his trade was essentially a private trade, and for this reason

his lordship felt bound to hold that the pictures were not exempt from distress. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) dismissed the appeal.

COZENS-HARDY, M.R., read the following judgment of the court: The question on this appeal is as to the right of the defendants, the superior landlords of premises in King-street, St. James's, to whom large arrears of rent are due, to levy a distress upon certain pictures and works of art, the property of various artists, which were upon the premises when the distress was put in. By the common law a landlord is entitled to distress upon goods upon the demised premises without reference to the ownership of the goods. This is the general rule; but it is subject to certain exceptions, which are as well established as the rule itself. Any man claiming the benefit of one of these exceptions must satisfy the court that his case falls within the exception. No considerations of hardship can avail the man whose goods are thus taken to satisfy a debt which he has not contracted to pay. The rights of the landlord are purely legal, and so are the exceptions. Now in the leading case of *Simpson v. Hartopp* (1 Smith L. C. 421), decided in the year 1743, Willes, C.J., laid down the exceptions with great accuracy, and the words used by him must be taken to precisely define and limit the exceptions. The only one material for this appeal is the second—namely, "things delivered to a person exercising a public trade, to be carried, wrought, worked up, or managed in the way of his trade or employ." In *Clarke v. Millwall Dock Co.* (17 Q. B. D. 494), Lord Herschell, dealing with this particular exception, said, at p. 499: "I am of opinion that we are limited in this case by the strict terms of the exception. It is very difficult to find any sound principle upon which to explain the law of distress and to support the various decisions. No doubt the general law which enables a landlord to distress the goods of a third person upon the tenant's premises is, as was said in argument, anomalous, and the exception in question is also anomalous. I think that we cannot go beyond the terms of the definition of the exception." That statement, which is in accordance with a long line of authorities, binds this court. Some difficulty has been felt with reference to two words in this exception. First, what is the meaning of a "public trade"? Secondly, what is the meaning of "managed"? In view of the facts it is not necessary to consider the first question, upon which we had a very learned argument from Mr. Foa. And as to the second question, it is sufficient to say, in favour of the appellants, that, according to a long course of decisions, the word "managed" must be taken in a wide sense, so as to include, if not to be equivalent to, "disposed of." Goods sent to a factor or to an auctioneer are thus held protected. It remains to consider the facts of the present case. [His lordship stated the facts and read the rules and regulations of the club, and continued:] These being the facts, we think the true view is that the pictures were not delivered to Mr. Challoner, but were delivered to the picture committee; and, further, that if, contrary to the above view, they were delivered to Mr. Challoner, they were certainly not delivered to him to be "managed in the way of his trade." His trade or business is that of a club proprietor, and not that of a picture dealer. It cannot be held that he "manages" the pictures in any sense of the word. The pictures are under the "entire management" of the committee according to the rules. It has scarcely been argued that the artists or the club or the picture committee are carrying on any trade or business within the meaning of the exception. We have dealt with the case as though the artists were co-plaintiffs with Mr. Challoner. But, treating the writ as so amended, we can see no legal ground upon which the exemption of the pictures from distress can be supported. In our opinion Neville, J., was right in refusing the injunction sought for, though we prefer to base our judgment upon the grounds above stated rather than upon the meaning of the words "public trade." The appeal must be dismissed, with costs.—COUNSEL, *Jenkins K.C.*, and *Foa*; *Peterson, K.C.*, and *Whinney*. SOLICITORS, *Tyrrell, Lewis, Lewis, & Broadbent*; *Gresham, Davies, & Dallas*.

[Reported by J. I. STIELING, Barrister-at-Law.]

Re HAZELDINE'S TRUSTS. No. 2. 1st Nov.

MORTGAGE—REAL ESTATE SUBJECT TO DISCRETIONARY TRUST FOR CONVERSION—RENTS AND PROFITS OF UNCONVERTED REAL ESTATE—PAYMENT INTO COURT—PAYMENT OUT—STATUTES OF LIMITATION—EXTINGUISHMENT OF MORTGAGOR'S TITLE—REAL PROPERTY LIMITATION ACT, 1833 (3 & 4 WILL. 4, c. 27), s. 34—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 8.

The principle that a fund will be paid out of court to a mortgagor only on the terms of his doing equity by paying to a mortgagee all that is due to him under a mortgage on which he can no longer sue, by reason of the Statutes of Limitation having barred the right of action, does not apply to a case where the mortgagee's title has become extinguished under section 34 of the Real Property Limitation Act, 1833.

This was an appeal from a decision of Warrington, J. G. J. Hazeldine by his will dated the 24th of July, 1874, gave his residuary real and personal estate to his trustees upon trust to sell and convert at their discretion and divide the proceeds among his four children in equal shares. The testator died on the 15th of March, 1878. At the date of his death the testator was entitled to an estate *pur autre vie* in a certain freehold house. The trustees, in the exercise of their discretion, retained the property, and treated it as forming part of the testator's estate. In 1889 two of the children mortgaged their interests in this property and "the proceeds thereof." In 1896 and 1906 the trustees paid into court, under the Trustee Act, 1893, certain sums

representing the shares of the mortgagors in the rents and profits of this property. No part of the principal secured by the mortgage, nor any interest thereon, was ever paid, nor was any acknowledgment of the right thereto ever given to the mortgagors. A summons was taken out by the mortgagees for payment out to them of the funds in court, but their application was dismissed with costs. The mortgagors now took out a summons to have the funds paid out to them. The mortgagees were made parties to this application. Warrington, J., was of opinion that the principle of *Re Lloyd* (51 W. R. 177; 1903, 1 Ch. 385) applied, and that the payment out could only be sanctioned on condition that the mortgagors satisfied the mortgagees' claim for principal and interest under their mortgage. The mortgagors appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., said that the application by the mortgagees could only have been dismissed on the ground that their title had been extinguished under section 34 of the Real Property Limitation Act, 1833. They had not appealed against that decision, and the matter was *res judicata*. The mortgagors had made the present application for payment out, and Warrington, J., had held that the principle of *Re Lloyd* applied, so that, though no action could be brought on the covenant, the mortgagors were not entitled to get the money out of court unless they did equity. In that case, however, the title of the mortgagees was not extinguished. Here their title was extinguished. The only equity in favour of the mortgagees arose out of and affected the mortgaged property by virtue of the mortgage. If the mortgage was extinguished the mortgagees had no more title to or interest in the fund than any other stranger. The appeal must, therefore, be allowed.

FLETCHER MOULTON, L.J., agreed.

FARWELL, L.J., delivered judgment allowing the appeal.—COUNSEL, *Romer, K.C.*, and *Hales*; *Edward Beaumont*. SOLICITORS, *W. H. Hales*; *Hicks, Arnold, & Medley*.

[Reported by J. I. STIELING, Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL v. MAYOR OF BRIGHTON. Joyce, J. 31st Oct.

SHOP HOURS ACT, 1904 (4 ED. 7, c. 31), s. 1—CLOSING ORDER—REASONABLE ORDER—SHOPS OF ANY SPECIFIED CLASS—SAME TRADE BUT DIFFERENT CLASSES OF CUSTOMERS—"ON THE SEVERAL DAYS OF THE WEEK"—ORDER AFFECTING ONE DAY ONLY—FUNCTION OF THE LOCAL AUTHORITY UNDER THE ACT.

An order for the compulsory closing of shops, under the Shop Hours Act, 1904, is not unreasonable because the order affects shops whose customers are of a different class from customers of the majority of the shops approving the order. Section 1 of the Shop Hours Act, 1904, explained.

The local authority having obtained the approval of the Home Secretary in respect of the order are functi officio, and cannot be proceeded against in an action for an injunction restraining them from enforcing the order.

L. Hyman, the relator in this case, carried on business at Brighton as a hairdresser and barber. The defendants as the local authority under the Shop Hours Act, 1904, made an order for the compulsory closing of all hairdressers' and barbers' shops, including the relator's shop at Brighton, after 2 p.m. on Thursdays. The order was made with the approval of a two-thirds majority of the occupiers of the shops to be affected by the order, and was confirmed by the Home Secretary. The relator's trade was one which was principally carried on in the daytime, while the majority in favour of the order was chiefly composed of shops whose customers came early in the morning and late at night. The relator's case was that the order was unreasonable, and further, that as the order did not "fix the hours on the several days of the week (as well as Thursday) at which" the shops were to be closed, the order did not comply with section 1 of the Act, and was invalid. The action was for an injunction against the defendants from proceeding with the proposed order and a declaration that the proposed order was *ultra vires*.

JOYCE, J., said that the action was entirely misconceived. The defendants had done everything they were meant to do under the Act, and were *functi officio*. The classification "hairdressers and barbers" was sufficient under the Act. The effect of the words in section 1 of the Act was "on the several days of the week" or any of them. If it were necessary to fix the hours on every day of the week, the order should fix the hours for closing on Sunday as well.—COUNSEL, *Younger, K.C.*, and *Ernest Todd*; *Hughes, K.C.*, and *E. B. Humphreys*. SOLICITORS, *Chamberlain & Co.*; *Boxall & Boxall*; for *Hugo Talbot*, Brighton.

[Reported by A. B. ORR, Barrister-at-Law.]

Re C. E. ORLEBAR (DECEASED). WYNTER v. ORLEBAR. Neville, J. 19th and 26th Oct.; 2nd Nov.

ESTATE DUTY—INCIDENCE—GENERAL POWER OF APPOINTMENT—APPOINTED FUND—RESIDUE—NO DIRECTION TO PAY TESTAMENTARY EXPENSES—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 9 (1).

A testatrix having under the trusts of her marriage settlement a general power of appointment over one-half of the settled funds appointed by a codicil to her will such one-half to her trustees on trust for the benefit of the defendant Orlebar and his children, and gave the ultimate residue of her personal estate to the defendant Molynous. By another codicil she appointed the plaintiff her co-colors and trustees. The will did not contain any directions to pay testamentary expenses.

On a summons being taken out to have it determined whether the estate duty payable in respect of the appointed fund was payable out of that fund or out of the general personal estate of the testatrix.

Held, that the estate duty was payable out of the general personal estate of the testatrix.

Under the settlement made on her marriage dated the 7th of April, 1834, Charlotte Elizabeth Orlebar had, in the event of her surviving her husband, which event happened, a special power of appointment by deed or will among the children of the marriage of the trust estate, and also a general power of appointment by deed or will over one-half of the trust estate. On the 19th of September, 1884, Mrs. Orlebar executed a deed-poll (her husband then being dead) and thereby irrevocably appointed the sum of £2,021 16s. 2d., the proceeds of sale of part of the trust estate, to her daughter, the plaintiff Mrs. Wynter, absolutely, and released her life interest in such sum, but did not specify under which of her powers of appointment she made such appointment. By her will dated the 11th of June, 1896, Mrs. Orlebar appointed John Thomas Green and Frederic Thomas Tanqueray executors and trustees thereof, and after reciting the settlement and deed-poll declared that the appointment by the said deed-poll of the 19th of September, 1884, was intended to be in exercise of her special power of appointment, and further appointed in exercise of her special power of appointment to her daughter such sum as would when the said sum of £2,021 16s. 2d. was brought into account make Mrs. Wynter's share up to half of the trust fund, and in exercise of her general power of appointment appointed the remaining one-half of the trust fund to her grandson, the defendant Orlando Robert Aplin Orlebar, and after bequeathing certain pecuniary legacies and devising certain real estate to the plaintiff Mrs. Wynter, the testatrix devised and bequeathed the residue of her real and personal estate to her trustees upon trust to invest the same and pay the income to the plaintiff Mrs. Wynter for life, and after her death to pay certain legacies therein specified, and the residue (if any) to the defendant Edward Charles Molyneux. By a codicil dated the 17th of May, 1898, to her will the testatrix revoked the appointment thereby made to her grandson Orlando Robert Aplin Orlebar, in exercise of her general power of appointment under her marriage settlement of one-half of the original trust funds, and in lieu thereof and in exercise of her said general power of appointment appointed such one-half of the original trust funds to the trustees of her said will upon trust for investment and to pay the income arising therefrom to her said grandson and after his death to divide the same equally between such of his children living at his death as should have or should thereafter attain twenty-one years, and in default of such issue upon trust for the plaintiff Mrs. Wynter absolutely. By a second codicil dated the 12th of April, 1902, the testatrix revoked the appointment of her executors and trustees contained in her said will, and appointed the plaintiffs Valentina Augusta Wynter, wife of Rev. G. E. Wynter, and Herbert Warren executors and trustees thereof, and gave certain directions as to the payment of the income of her residuary estate which are not material to the question raised on the present summons. The testatrix died on the 5th of January, 1905, and her will, together with the two codicils thereto, were duly proved by the plaintiffs on the 28th of February, 1905. There was no other appointment under either of the powers of appointment given by the marriage settlement other than those already mentioned. The testatrix did not, either by her will or by the codicils thereto, give any direction with regard to the payment of her testamentary expenses or the estate duty which would be payable on her death in respect of the one-half share of the trust funds comprised in the marriage settlement which was appointed by her in exercise of her general power of appointment. After the death of the testatrix the question was raised whether the estate duty payable in respect of the appointed fund was payable out of that fund or out of the general personal estate of the testatrix, and the present summons was taken out by the trustees to have the question determined. For the appointee it was urged that estate duty was a charge on the general personal estate, as the appointed fund passed to the executor as such: *Re Moore, Moore v. Moore* (45 SOLICITORS' JOURNAL, 312; 49 W. R. 373; 1901, 1 Ch. 691), a decision of Buckley, J.; *Re Dixon, Penfold v. Dixon* (46 SOLICITORS' JOURNAL, 137; 50 W. R. 203; 1902, 1 Ch. 248), a decision of Buckley, J.; *Re Fearnside, Baines v. Chadwick* (51 W. R. 186; 1903, 1 Ch. 250), a decision of Swinfen Eady, J. For the residuary legatee it was said that the appointed fund should bear its own duty. A fund of this kind was made liable by the Act 23 Vict. c. 15 to probate duty. The Finance Act, 1894, merely substituted estate duty for probate duty. Executor as such must mean *virtute officii*: *Re Treasures, Wild v. Stanham* (44 SOLICITORS' JOURNAL, 675; 48 W. R. 696; 1900, 2 Ch. 648), a decision of Kekewich, J.; *Re Puer, Re Stone, Aicworth v. Stone* (45 SOLICITORS' JOURNAL, 707; 49 W. R. 678; 1901, 2 Ch. 659), a decision of Byrne, J.; *Re Maddock, Llewellyn v. Washington* (1901, 2 Ch. 372, 49 W. R. Dig. 77), a decision of Kekewich, J.; *Re Dodson, Gibson v. Dodson* (51 SOLICITORS' JOURNAL, 230; 1907, 1 Ch. 284), a decision of Warrington, J.

NEVILLE, J.—The question in the present case is whether personal property appointed by will under a general power is charged with estate duty, or whether such duty is payable out of the general personal estate. In arriving at a conclusion I have the advantage not only of the arguments of counsel, but of the judgments of no fewer than five learned judges of the Chancery Division, three of whom have decided that it is so charged and two that it is not. The point turns upon the meaning to be attached to the words "property which does not pass to the executor as such," which are found in section 9, sub-section 1, of the Finance Act, 1894. Before the passing of that Act it had been decided: (1) That, in the case of a general power of appointment over personal property the mere appointment of an executor without more does not operate as an execution of the power; (2) that, where the power is executed and an executor appointed the property does pass to him and become liable in equity to the payment of the

testator's debts; (3) that in the case last mentioned it did not pass to the executor *virtute officii* so as to become liable to probate duty prior to the Act 23 Vict. c. 15, which extended the duty to and made it a charge upon such property. Bearing these decisions in mind, I now pass to the construction of the Finance Act, 1894, itself. By section 2, sub-section 1a, estate duty payable in respect of property of which the deceased was at the time of his death competent to dispose. By section 6, sub-section 2, it is provided that the executor shall pay the estate duty in respect of all personal property of which the testator was competent to dispose at his death. By section 8, sub-section 3, the executor is made accountable for the estate duty upon such personal estate to the extent of the assets which he has received as executor or might but for his own default have received. By section 8, sub-section 4, where property for which the executor is not accountable passes on death the person to whom it passes is accountable. By section 9, sub-section 1, a rateable part of the estate duty in proportion to the value of any property which does not pass to the executor as such is to be a first charge upon it. Now, the fact that personal property appointed under a general power does not pass to the executor as such in every sense except the narrow sense of *virtute officii*, under the decision of *Drake v. Attorney-General* (10 Cl. & F. 257), seems to me clear. It passes to him, although the appointment be in favour of another, and it only passes to him because he is executor. It is true that it does not pass to him upon his appointment alone because the power must be executed also, but, this done, it passes to him as executor. Is there any ground for applying this very narrow construction to the words? I can find none, unless it be one that a previous statute made probate duty which is swallowed up in estate duty a charge upon the appointed property. I see no reason to suppose that these words were intended to refer to the decision in *Drake v. Attorney-General* and to keep alive for the purpose of estate duty the distinction between legal and equitable assets now for most purposes obsolete. If such had been the intention one would expect to find the words *virtute officii* or their exact equivalent used. The words used in section 9 in this regard are so similar to those used in section 8, sub-section 3, that, unless the context demands it, I do not think a different interpretation should be put upon them. Now, as Swinfen Eady, J., has pointed out, if you apply the restricted meaning to "received as executor" in section 8, sub-section 3, you get the following result, that if an executor receives personal property upon the execution of a general power, which is the only personal property of which the testator is at the time of his death competent to dispose, although the executor is bound to pay the estate duty (section 6, sub-section 2), and accountable for it (section 8, sub-section 3), he is not liable for it because it is not assets received by him as executor, while at the same time this duty cannot come within sub-section 4 because the categories in sub-sections 3 and 4 are mutually exclusive. This would not, I think, be a reasonable construction to put upon section 8, while the words in section 9 appear to me to differ only so far as is demanded by the context. I therefore come to the conclusion that in this case the estate duty is payable out of the general personal estate, following the decisions of Buckley and Swinfen Eady, JJ., rather than the decisions of Kekewich, Byrne, and Warrington, JJ. The above construction, so far as at all events as personal estate subject to a general power of appointment is concerned, renders it immaterial whether the testator has or has not directed his testamentary expenses to be paid out of his general personal estate. Such a direction merely expresses what the law implies, and it seems to me that the multiplication of artificial distinctions of this kind should, if possible, be avoided: *Drake v. Attorney-General* (supra).—COUNSEL, Austen Cartmel; Sheldon; Jenkins, K.C., and A. L. Morris. SOLICITORS, Balderston & Warren; Halse, Trustram, & Co., for F. T. Tanqueray, Woburn; Burton, Yeates, & Hart, for W. Parker, Thame.

[Reported by EDWARD J. M. CHAPLIN, Barrister-at-Law.]

High Court—King's Bench Division.

CROSSLEY BROS. (LIM.) v. LEE. Div. Court. 29th and 30th Oct.

FIXTURES—LANDLORD AND TENANT—DISTRRAINT—MACHINE ON CONCRETE BED SCREWED TO BOLTS SUNK IN THE CONCRETE.

A gas-engine, laid on a bed of concrete and screwed down on to bolts sunk in the concrete, is a fixture, possibly severable by the tenant, but a fixture and, therefore, not distrainable.

So held, on the authority of *Hobson v. Gorringe* (1896, 41 SOLICITORS' JOURNAL, 154; 1897, 1 Ch. 182). The principle of law is correctly stated, but incorrectly applied, in *Hellawell v. Eastwood* (1850, 20 L. J. Ex. 154).

Appeal from the county court. Under a hire-purchase agreement the plaintiffs, who were engineers, delivered one of their Otto gas-engines to one Jones. By the agreement the engine was hired to Jones, but it was agreed that Jones might purchase it for £49 13s. 4d. "at any time during the hire." By clause 10: "If such purchase be effected the owners hereby agree to give credit for all payments made previously under the agreement, provided always and it is hereby mutually agreed and declared that unless and until a purchase be effected the said engine and accessories shall be and continue the sole property of the owner, and the hirer shall remain bailee only thereof." The engine was fixed upon the premises of Jones by the plaintiffs' fitter in the following manner:—A rectangular hole was excavated in the floor. At each corner of the hole a bolt was set up, being fastened into the ground. The hole was filled with concrete, making

a raised bed. The engine was then laid on the bed and screwed down on to the bolts. The fitter stated in cross-examination that "the floor was concrete all over where we went," and "the engine did not rest on a sheet of iron." The defendant, the owner of Jones's premises (Jones not having purchased the machine) purported to take the engine in distraint at a time when it was not actually in use, and sold a part of it. Between the time of distraint and sale a part of the engine was removed by sub-tenants of Jones. According to the evidence of the man in possession, when he saw the engine there was an iron plate between the engine and the concrete bed. The engine was screwed down over this plate on to the bolts. The plaintiffs brought an action in the county court against the defendant for damages for this seizure. The county court judge found that the bailiff duly made a distraint upon the engine, if it was capable of being distrained upon, and he thought he was bound by the decision in *Hellawell v. Eastwood* (1850, 20 L. J. Ex. 154) to hold that the engine was a chattel, and not a fixture, and therefore distrainable. He found the value of the engine to be £22, and of the part removed £12, and he gave judgment for the defendant. The plaintiffs appealed.

PHILLIMORE, J., in the course of a long judgment, said: The authorities unquestionably seem to say that fixtures are not distrainable. The question, therefore, is, Was this engine either an removable fixture or a fixture severable by the tenant? If it belongs to either class it is not distrainable. I agree that the court which decided *Hellawell v. Eastwood* (1850, 20 L. J. Ex. 154) would probably say that this engine was not a fixture. If the matter was *res integra* I should like to hold that this engine was a mere chattel. But I think we are bound by authority, and that this case is indistinguishable from that of *Hobson v. Gorringe* (1896, 41 SOLICITORS' JOURNAL, 154; 1897, 1 Ch. 182), and I do not think there is any practical difference between it and *Reynolds v. Ashby & Son* (1903, 1 K. B. 87). In *Hobson v. Gorringe* (*supra*), which is enough for my purpose, there was an engine of a similar description to that in this case, and it was fastened in the same way, and the only suggestion of difference that could be made is that in the former case there were some metal plates holding the bolts embedded in the concrete, which was just of sufficient size to hold the engine, and in the present case there was either a similar bed, or there was already a concrete floor into which this engine was introduced. If anything, the engine in the present case seems more of a fixture than that in *Hobson v. Gorringe* (*supra*). I think the case of *Hobson v. Gorringe* (*supra*) is binding upon us, that this engine was a fixture, and that the appeal must be allowed. The plaintiffs were really suing in trover, and are entitled to the full value of the gas-engine.

WALTON, J., delivered judgment to the same effect.—COUNSEL, J. A. Hamilton, K.C., and Schwabe; T. Beven Beven and Abinger. SOLICITORS, H. E. Tudor, for Leak & Pratt, Manchester; R. Voss & Son.

[Reported by C. G. MORAN, Barrister-at-Law.]

MAYOR, &c., OF LIVERPOOL v. PETER WALKER & SON (LIM.).
Div. Court. 16th and 17th Oct.

LICENSING LAW—COMPENSATION FOR LICENCE REFUSED—DIVISION OF AMOUNT AMONGST PARTIES INTERESTED—REFERENCE OF, TO COUNTY COURT—APPEAL FROM COUNTY COURT—PRINCIPLES OF DIVISION BETWEEN LESSOR AND INTERMEDIATE LESSEE—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 120—LICENSING ACT, 1904 (4 ED. 7, c. 23), s. 2 (1) (2) (3).

Where the question of the division of an amount of compensation between the parties interested in a licence, which has been refused under section 2 (1) of the Licensing Act, 1904, is referred to a county court judge under section 2 (3) of that Act, an appeal lies from his decision on a point of law to the High Court.

In dividing such a sum between the lessors and the lessees for a term of the licensed premises (it being agreed that the tenant to the lessees should take a sum rateably from the two other parties), regard must be had to the rights of the parties under the lease. If there is nothing in the lease or in the character of the property demised which will lead to the value of the property being lessened when the reversion accrues, if there is nothing to waste the property, the division will be according to the extent and duration of the respective interests—proportions determined by actuarial calculation.

Appeal from the county court. Quarter sessions referred to the county court the question of the division of an amount of compensation to be paid to the persons interested in certain licensed premises, the licence of which had been refused under section 2 of the Licensing Act, 1904. The Inland Revenue Commissioners had fixed the amount of compensation for the parties interested in the licensed premises at £603. The house was an *ante*-1869 beerhouse, and the parties interested were the lessors, the corporation of Liverpool, the lessees, Messrs. Peter Walker & Son (Limited), and the tenant to the lessees. It was agreed that the tenant should receive £75, to be paid rateably by the two other parties. The lessees were brewers holding the house at a peppercorn rent on a lease for seventy-five years, of which twenty years were unexpired at the date of the extinction of the licence. The house was a tied house, of which the rental was £19 10s. The lessees were bound by their covenants to keep the house in repair; but they were not bound to maintain the licence or to surrender the premises with a licence. In the county court the lessors contended that the county court judge was bound as a matter of law to divide the sum of £603 between the lessors and the lessees into a proportion determined by an actuarial calculation based upon the 4 per cent. interest tables. They based this contention upon the analogy of an apportionment between a tenant for life and remainderman in the case of an ordinary freehold estate. On this basis they claimed that £375 was payable to the lessors as reversioners of the lease, on which twenty years had still to run, and £328 to the lessees. The lessees contended that this

method of apportionment was inapplicable to the division of a capital sum paid in respect of the extinction of a licence, and that the county court judge was entitled to take into account the nature of the interest, the vicissitudes to which it was subject, the age and character of the house, and the fact that the lessees were under no obligation under their lease to maintain the licence or to surrender the premises with a licence. The county court judge held that he must infer the Inland Revenue Commissioners acted upon the assumption that but for extinction the licence would have continued, and that they took into account all matters that affected the value of the property as licensed property. But he did not agree with the lessor's contention that the apportionment should be upon a 4 per cent. basis. That it was common knowledge that a capital sum invested in the trade interest in a licence would be expected to yield a much larger rate of interest than 4 per cent. What the lessees, the brewers, lost in this case was the profit on supply. If he was entitled to look at the actual profit which the lessees were making, there was evidence that it was over £60 a year; but, having heard the evidence, it might be reasonable to assume that over a long course of years it would not average more than 8 per cent. on the capital value of £600; and he awarded £120 to the lessors and £483 to the lessees. He made an apportionment on similar lines in respect of the division of another sum (of compensation) referred to him under section 2 (3) of the Act. The lessors appealed.

PHILLIMORE and WALTON, JJ., were of opinion (1) that as, if quarter sessions had made the division, they could state a case for the opinion of the High Court on a point of law, by analogy an appeal lay from the decision of the county court judge on a point of law when the matter was referred to him under section 3 (2) of the Licensing Act, 1904. (2) That in dividing the £603 the rights of each party under the lease must be taken into account, and if there was nothing in the lease or in the character of the property demised which would lead to the value of the property being lessened when the reversion accrued, if there was nothing to waste the property, the division would be according to the extent and duration of the respective interests; that the county court judge properly decided that the fact that the lessees were not bound to keep up the licence was not a matter which affected the rights of the parties as to the division; that the profit made by the brewers on the sale of their beer in this tied house was not material or relevant in dividing this sum between the parties, and that the contention of the lessors was the correct one—namely, that the sums must be divided in such proportions as would give the lessees the present value of an annuity for twenty years, and give the reversioners the present value of the deferred capital, the interest on which would produce that annuity, and that the rate of interest on which the annuity and the present value thereof should be calculated should be the usual rate in this country for money foreborne when the security is ample, and no part of the interest is required for insurance against risk—in this case agreed at 4 per cent. Accordingly after deducting £75 rateably from each, the lessors would get £340 10s., and the lessees £267 4s. (3) That the appeal was on a point of law.—COUNSEL, Sir Robert Finlay, K.C., and Leslie Smith; Gripps, K.C., and F. E. Smith. SOLICITORS, Fenn & Co., for the Town Clerk, Liverpool; Berry & Co., Liverpool.

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

LEWIS v. LEWIS AND OTHERS. Bargrave Deane, J.
18th Oct.; 4th Nov.

PROBATE—WILL—SEPARATE SHEETS—ATTACHMENT—WILLS ACT, 1837 (1 VICT. c. 26)—WILLS ACT AMENDMENT ACT, 1852 (15 VICT. c. 24).

Where a testator, who had written his will on one half sheet of paper and his signature on a second half sheet, pointed to his signature holding both pieces of paper together while the two attesting witnesses signed their names on the first half sheet, it was

Held, that the will conformed to the provisions of the Wills Act Amendment Act, 1852 (15 Vict. c. 24).

Probate action. The plaintiff, sister and only next-of-kin of one David Lewis, who died the 6th of May, 1905, claimed to be the only person entitled in distribution to the personal estate of the deceased in case he should be declared to have died intestate, and also sought the revocation of a grant of letters of administration with a pretended will annexed, dated the 17th of April, 1905, which had been granted on the 7th of June, 1905, to her. The defendants, who were legatees under the said will, denied that the testator had died intestate, and also pleaded that the plaintiff was estopped from denying the due execution and validity of the said will, having obtained a grant of letters of administration with the will annexed. They counterclaimed for probate of the said will in solemn form of law, and that the court should pronounce against an alleged intestacy. In reply, the plaintiff said that the grant was applied for under a mistake as to the circumstances of the alleged execution, and further said that the grant was made under a misapprehension of the true facts and circumstances of the execution. And that the said will was written on two separate and distinct pieces of paper unattached to one another physically or in any way connected with each other by reasonable inference or implication, and that neither of such pieces of paper was signed and attested so as to conform with the provisions of the Wills Act, 1837, or the Wills Act Amendment Act, 1852. From the evidence it appeared that the will, written by the testator in Welsh, was on two half sheets of paper. The first commenced, "I am David Lewis, late of Tynagwen, in the parish of Llangurig, in the county of

Montgomery. I by this writing do declare to all whom it may concern to know my will, I, David Lewis send greeting, &c.," then followed a number of bequests, and at the bottom of the sheet were the names of two attesting witnesses, but no signature of the testator. On the second half sheet was the following: "I, David Lewis, late of Tynycowen, in the parish of Llangurig, in the county of Montgomery, I am making my will through this writing and declaring to all whom it concerns to know my will be it known to you." On the 30th of April, 1905 the testator asked two friends, who had called to see him, to sign a paper which he had already written. He then took a folded paper from the kitchen drawer, held it in his hand and pointed to the name "David Lewis" on the second sheet. They signed on the first half sheet. A witness who received the half sheets immediately after death stated that he received them folded in a piece of blotting-paper, but they were not attached by anything. During the argument that followed the following cases were referred to: *In the Goods of Streetley* (39 W. R. 432; 1891, P. 172), *Cook v. Lambert* (11 W. R. 401, 3 Sw. & T. 46), *In the Goods of Gauden* (2 Sw. & T. 362), *In the Goods of West* (32 L. J. P. & M. 182), *In the Goods of Horsford* (23 W. R. 21, 3 F. & D. 211), *In the Goods of Braddock* (1 P. D. 433), and *In the Goods of Madden* (1905, 2 Ir. Rep. 612). *Cur. adv. vult.*

Nov. 4.—**BARGRAVE DEANE, J.** said that he believed the attesting witnesses who had been called and that the testator never let go the folded paper, and that he had turned over part and had said, "This is my signature," pointing to the name "David Lewis" on the second sheet. It was not necessary that he should have written it in their presence as long as he acknowledged it in their presence. The two half-sheets of paper were attached at the moment that the witnesses signed. The will would be pronounced for. As the litigation had been caused partly through the plaintiff's own fault, she would have to pay her own costs, but those of the defendants would come out of the estate.—*COUNSELL, Barnard, K.C., and Gwynne Hall; Atkin K.C., and J. S. P. Griffith-Jones, SOLICITORS, Wexham & Smith, for Phillips, Llanidloes; Philpot & Morrell, for A. J. Hughes, Aberystwyth.*

[Reported by DIBBY COTES-PAREY, Barrister-at-Law.]

Societies.

The Solicitors' Benevolent Association.

The forty-ninth annual general meeting of this society was held on the 30th ult. at the Law Society's Hall, Mr. Richard S. Taylor taking the chair.

The report stated that the association had now 3,824 members, and that the relief granted during the year amounted to £6,473 13s., a sum much in excess of that of any previous year.

The CHAIRMAN, in moving the adoption of the report, said that the late Miss M. J. B. Kinderley had bequeathed to the society the whole of her estate. The amount was not at present accurately known, but it would be over £10,000. A peculiarity of her will was that she had given a freehold house at Brighton to be converted into a convalescent home for solicitors who might need it; but, if the board found this to be undesirable, it was to fall into her legal estate. It had been ascertained that there was no desire for a convalescent home, and that it would be better to give assistance in the form of annuities or donations, and the house had been sold. Had the board possessed the necessary funds they could have well and wisely given away a much larger amount than they had found possible, and there were over fifty applications from solicitors and their families to be considered at their next meeting. All they had received from annual subscribers during the past year was £2,493, and there were 16,000 solicitors on the roll. Such an amount was not worthy of the profession. Next year the society would reach its jubilee, and the board were very anxious that the funds should be largely increased, the only fitting manner in which it could be celebrated. The society had shown its usefulness, and the funds were well and carefully administered.

The report was unanimously adopted.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 16th and 17th of October, 1907:

Alderson, Joseph
Baines, Leonard Joseph
Beetenson, George Hayes
Bennett, Donald
Birch, Harold
Bowles, Edward
Britcliffe, Frank
Brown, William Harold
Burn, Reginald William
Croudace, Arthur Leslie
Crowdy, Arthur Alan Gordon
Davis, Arthur Harvard
Dell, Wilfred Lawson
Dodd, Arthur Leigh
Drake, Francis Hubert

Gillitt, Richard Francis
Haedick, Charles Richard William
Hayter, Sydney Herbert
Hobourn, Robert
Hockin, Cyril Owen
Hollinshead, Robert Edward
Jamieson, Aubrey
Johnson, Thomas Roscoe
Knight, Thomas Henry
Langstaff, Arthur James
Ledward, George William
Loftus, Robert Barham
Louch, John Trevelyan
McNair, Frederic Ronald
Martin, Arthur Charles

Martin, Cecil Hague
Morgan, David Thomas
Nares, Ramsay Llewellyn Ives
Noon, Arthur Charles
Osborn, Frederick James
Pimblott, William
Price, William Ewart
Priestman, Stephen
Rawlinson, Curwen Vaughan
Richards, David Mansel Poyer
Robinson, Philip Wallace

No. of candidates ... 63

Scott, Robert Francis Cloete
Smith, Reginald Russell
Titchmarsh, Frederic Lawrance
Vickery, Robert George Frederick
Vincent, William Barnett
Watson, William Geoffrey
Wells, Cyril Joseph
Wilson, William Holt
Wilton, Harold
Windle, John Lightfoot
Wood, Tom

Passed... .. 52

By order of the Council,
E. W. WILLIAMSON.

Law Society's Hall, Chancery-lane, Nov. 1st, 1907.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 29.—Chairman, Mr. J. E. C. Adams.—The subject for debate was: "That this House regrets the decision in *Willars v. Gilbey* (1907, A. C. 139)." Mr. F. A. V. Morse opened in the affirmative, Mr. C. W. Hill seconded in the affirmative; Mr. H. T. Thomson opened in the negative, Mr. H. Dollman seconded in the negative. The following members continued the debate: Messrs. Hart, Harnett, Pleadwell, Henderson, Dowding, Ogilvie. The motion was lost by twelve votes.

Obituary.

Mr. A. S. Field.

Mr. Algernon Sidney Field, solicitor, of Leamington, died on the 31st ult., in his ninety-fifth year. He was formerly clerk of the peace for Warwickshire and clerk to the county council. He was a lineal descendant of Oliver Cromwell through his grandmother, Anne Cromwell. He was admitted in 1834, and had an important practice at Leamington. He acted as election agent for several Liberal candidates for Warwickshire.

Legal News.

Appointments.

Professor T. E. HOLLAND, K.C., and Mr. T. H. CARSON, K.C., have been elected Benchers of the Honourable Society of Lincoln's-inn, in succession to the late Mr. Hammond Chambers, K.C., and the late Judge Mulholland, K.C.

Sir HERBERT COZENS-HARDY, M.R., has been elected Master of the Library at Lincoln's-inn for the ensuing year. Mr. PEMBROKE STEPHENS, K.C., has been elected Dean of the Chapel, Sir HENRY ALEXANDER GIFFARD, K.C., will be Keeper of the Black Books, and Lord Justice VAUGHAN WILLIAMS will be Master of the Walks.

Mr. Justice C. J. TOWNSEND has been promoted to the Chief Justiceship of the Supreme Court of Nova Scotia, and Mr. F. A. LAURENCE, M.P., has been made a Justice of the Supreme Court of the colony.

Changes in Partnerships.

Dissolutions.

ALBERT CALKIN LEWIS and EDWARD JOHN STOKES, solicitors (Calkin Lewis & Stokes), 2, Stone-buildings, Lincoln's-inn, London. March 31. Such business will be carried on in the future by the said Edward John Stokes. [Gazette, Nov. 1.]

HERBERT ARTHUR DICKINS and CHARLES SAMUEL VINCENT, solicitors (Marshall & Co.), 96, King-street, Hammersmith, and 9, Fleet-street, London. Oct. 9.

HENRY REGINALD WANSBROUGH, JOHN LANGSTAFFE DICKINSON, WILLIAM JAMES ROBINSON, and WALTER HENRY TAYLER, solicitors (Wansbrough, Dickinson, Robinson, & Tayler), Bristol, Weston-super-Mare, and Melksham. Oct. 31. The said Henry Reginald Wansbrough, William James Robinson, and Walter Henry Tayler will continue to practise under the style or firm of Wansbrough, Robinson, & Tayler at Bristol and Melksham; the said John Langstaffe Dickinson will continue to practise in his own name at Weston-super-Mare. [Gazette, Nov. 5.]

Information Required.

LEOPOLD POLLARD THOMAS (deceased).—Any one having in their possession a Will of the late Mr. Leopold Pollard Thomas, who died on the 7th of October last, at No. 5, St. James's-street, S.W., and believed to have been made in May, 1901, or knowing where it is to be found, is requested to communicate immediately with Messrs. Godden, Son, & Holme, of 34, Old Jewry, London, E.C., solicitors for the widow of the deceased.

General.

It is stated that Mr. C. Carrington, the Senior Chancery Registrar at the Royal Courts of Justice, has resigned his appointment.

It is announced that in consequence of the heavy character of the calendar at Chelmsford, the assizes there have been adjourned until Tuesday morning, the 3rd of December.

The forty-sixth meeting of the Bankruptcy Law Amendment Committee was held on the 30th ult., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. The committee proceeded with the consideration of questions referred to them and the evidence, upon a memorandum prepared by the chairman.

The recent death of Mr. Algernon S. Field, solicitor, of Leamington, a descendant of Oliver Cromwell on the distaff side, reminds one, says the *Westminster Gazette*, that the Protector, like so many other great Englishmen, has no living descendant in the male line, which ended long ago with the death of Oliver Cromwell, an attorney, the son of a Snow-hill grocer.

Referring to Lord Halsbury's work on the Laws of England, the *Westminster Gazette* says that many volumes will be required to cover the whole legal alphabet. Things can be managed very differently in countries where the law is codified; their codes can be purchased for a few pence. In Germany, for example, the various codes are included in "Reclam's Universal-Bibliothek," and most of them can be bought for twopence-halfpenny each; the largest, the Civil Code, costs under one shilling.

Perpetuating a family name is, says the *American Law Review*, illustrated by the case of *Bales v. Bales Chapel Baptist Church*, in the Kansas City Court of Appeals. The defendant church demurred to a petition by members of the Bales family to have the defendant perpetually enjoined from changing its name and the name of the church. The court overruled the demurrer to the petition on the ground that the proposed change of name would defeat the purpose of the gift, which was a continuing one.

There was a large gathering at the Manchester Town Hall on Monday, on the occasion of the presentation to the corporation of a portrait of Sir William H. Talbot, the town clerk. The picture, says the *Times*, is the work of Mr. Tom Mostyn, and it was commissioned by members of the city council and others to some extent to mark the honour of knighthood recently conferred upon the town clerk. Sir William Talbot suitably acknowledged the honour. A replica of the portrait was presented to Lady Talbot.

An important indication of the state of feeling in France on the question of capital punishment which tends to confirm the continued protests made by French juries against its practical suspension by the too frequent exercise of the Presidential prerogative of pardon is, says the Paris correspondent of the *Times*, given by the result of a referendum organised by the *Petit Parisien*, one of the most widely circulated of the popular Republican organs. That journal asked its readers to answer by a simple "Yes" or "No" whether they were partisans of the death penalty. It has received no fewer than 1,412,000 replies to this question. Of these 1,083,000 were in the affirmative and 328,000 in the negative. The *Petit Parisien* says that in organising this referendum it had no political object in view, but merely wished to submit to its readers a social problem which Parliament will soon be called upon to solve. Notwithstanding the effort made by the Minister of Justice to prevent juries from expressing their desire to see the death penalty maintained and applied, the newspapers publish almost daily fresh resolutions by juries in that sense. The latest is that by the jury of the Landes department, signed by 27 out of 33 jurors.

The judges of the land, says a writer in the *Daily Telegraph*, have been better and worse paid than they are at present. Up to the year 1825 a puisne judge was not dependent upon the Treasury alone. He received fees in addition to his salary, the melancholy total being about £2,500. Yet the judges were as majestic, wise, and incorruptible as anyone could desire. A delightful change was brought about in the above-mentioned year, and the judges found themselves endowed with salaries of £5,500, to be followed by pensions of £3,500. But who shall say that they were thereby rendered more sage or reverend? The golden age was not of long duration. Seven fat years passed by, and then by 2 & 3 Will. 4, c. 116, the £500 was rudely knocked off, and the judicial salary was reduced to its present amount. The puisne judges and the Barons of the Exchequer did not suffer alone. Involved in a common ruin, the Chief Justice of the King's Bench and the Chief Justice of the Common Pleas woke to find themselves poorer men. The £10,000 of the Chief Justice of the King's Bench had become £8,000, and the £8,000 of the Chief Justice of the Common Pleas had sunk to £7,000. And for all this the thrifty Lord Brougham was responsible.

English lawyers, says the *Journal of the Society of Comparative Legislation*, may often find in colonial reports valuable commentaries on points of English law. A case of *In the Will of Beveridge* in a recent number of the New South Wales State Reports is an instance. The will there provided for division of the testator's property, having regard to any directions concerning the same which might be found amongst his papers at the date of his decease. The directions were in fact in existence at the date of the will, but the question was whether the terms of the will—having regard to the doctrine of law on the subject—were sufficient to incorporate them. The law as stated in Jarman (5th ed.) vol. i., p. 99, is that for incorporation "two things are necessary; first, that the will should refer to some document as then in existence; secondly, proof that the document propounded for probate was in fact written before the will was made and was identical with that referred to in the will." Mr. Theobald (5th ed., pp. 63, 64) states the rule somewhat differently. "Any document," he says, "in existence when the will is executed and sufficiently described to enable it to be identified may be incorporated with the will. . . . It has been said that the document must not only be in fact in existence when the will is executed, but

also that it must be described as existing. It would seem, however, that if the document is proved to have been in existence at the date of the will, and is sufficiently identified by the description in the will, it is not necessary that it should be actually described as existing." Between these two high authorities the judge, Mr. Justice Walker, had to make his election—for in the case in question the "directions," though in fact existing at the date of the will, were not described as so existing—and upon a very careful review of all the authorities he came to the conclusion that the rule as stated in Jarman more correctly represents the law. No doubt the adoption of this—the stricter form of the rule—may have the effect of sometimes defeating testators' intentions; but the laxer form admits a greater evil—the risk, that is, of giving legal effect to documents or directions which are not properly testamentary.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	MR. JUSTICE KEENEWICH.	MR. JUSTICE JOTCH.
Monday, Nov. ....11	Mr. Church	Mr. King	Mr. Carrington	Mr. Bloxam
Tuesday .....12	Grewell	Farmer	Beal	Synges
Wednesday .....13	Farmer	King	Carrington	Bloxam
Thursday .....14	King	Farmer	Beal	Synges
Friday .....15	Beal	King	Carrington	Bloxam
Saturday .....16	Carrington	Farmer	Beal	Synges
SWINFER EADT. WARRINGTON. MR. JUSTICE KEENEWICH. MR. JUSTICE JOTCH.				
Date				
Monday, Nov. ....11	Mr. Leach	Mr. Borrer	Mr. Grewell	Mr. Theobald
Tuesday .....12	Theobald	Goldschmidt	Church	Leach
Wednesday .....13	Leach	Grewell	Church	Goldschmidt
Thursday .....14	Theobald	Goldschmidt	Church	Borrer
Friday .....15	Leach	Borrer	Grewell	Synges
Saturday .....16	Theobald	Goldschmidt	Church	Bloxam

The Property Mart.

Result of Sale.

REVERSIONS AND LIFE POLICIES.

MEESON, H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 846) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realised being £5,300:-

A THIRD PART in Possession of Freeholds, Hounslow, &c.		Sold	£1,005
REVERSIONS:			
To £280	...	...	440
Absolute to £2,500	...	...	775
POLICIES:			
For £5,000	...	...	1,370
For £2,000	...	...	1,180
For £1,000	...	...	400

Winding-up Notices.

London Gazette—FRIDAY, NOV. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

JARDINE & CO., LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to William Bingham, 242, Welholme rd, Grimsby. Brown & Son, 61 Grimsby, solers for liquidator.

KIMBOROUGH GASE CO., LIMITED—Creditors are required, on or before Nov 21, to send their names and addresses, and particulars of their debts or claims, to Charles Lucas, 4 and 6, West st, Boston, liquidator.

KLEBERDOFF GOLD MINES, LIMITED—Petn for winding up, presented Oct 30, directed to be heard Nov 12. Voules & Welch, 84, Bishopsgate at Within, solers for petitioners.

Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 11.

MADISON THEATRE CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to George Albert Dawson 18, Fleet st, liquidator.

NICHOLSON & ROBINSON, LIMITED—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to H H H Walshe, 7, Union st, Old Broad st. Turner & Co, High Holborn, solers.

OXFORDSHIRE TRADING & PROVIDENT SOCIETY, LIMITED—Creditors are required, on or before Nov 16, to send their names and addresses, and the particulars of their debts or claims, to Martin Richard, 5 and 6, Magdalen st, Oxford. Franklin, Oxford, solers for liquidator.

PHILLIPS & BRAY, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Ralph Elliott, 11, Frankfort st, Plymouth, liquidator.

SHREVE & DISTRICT MONEY SOCIETY, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts or claims, to Luke Jason Sharp, 71, Colmore row, Birmingham. Shakespeare & Co, Oldbury, solers for liquidators.

London Gazette—TUESDAY, NOV. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BURTON, BRILL, & CO., LIMITED—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Mr Arthur Henderson, 36, North John st, Liverpool. Harrison & Burton, Liverpool, solers for liquidator.

CHARLESFORD ELECTRIC LIGHTING CO., LIMITED—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Simpson & Bowes, Princess st, Bank, solers for liquidators.

DAVIS & SELLERS DEVELOPMENT CO., LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to John Robertson, 404 to 428, Salisbury House, London wall, liquidator.

ECONOMIC ACETYLENE GAS GENERATORS SYNDICATE, LIMITED—Creditors are required, on or before Nov 27, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, 36, King st, Cheapside, liquidator.

GRAND CHAMPION (MANUFACTURING), LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to John Robertson, 404 to 428, Salisbury House, London wall, liquidator.

MATTHEW DEVELOPMENT CO., LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to John Robertson, 404 to 428, Salisbury House, London wall, liquidator.

M. Briggs & Son, Limited—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts or claims, to George E. Haworth, Duchy Chambers, Clarence st, Manchester. Llewellyn & Son, Tunstall, solors for liquidator.

MILLS AND LANDS OF BRISTOL DEVELOPMENT CO., LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to John Robertson, 404 to 428, Salisbury House, London wall, liquidator.

S. F. KIDS, LIMITED—Creditors are required, on or before Dec 18, to send their names and addresses, and the particulars of their debts or claims, to Harry Temperance Vane, 14, New Burlington st. The assets and liabilities have been taken over by S F Edge (1907), Limited.

SEAFORD DISTRICT PRODUCE SUPPLY CO., LIMITED (in Liquidation)—Creditors are required, on or before Nov 25, to send their names and addresses, and the particulars of their debts or claims, to Joseph Thompson, 69, London rd, Seaford, liquidator.

TOTTENHAM ELECTRIC LIGHTING CO., LIMITED—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Simpson & Bowen, Princes st, Bank, solors for liquidators.

Creditors' Notices Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 1.

ADCOCK, WILLIAM JOHN, Dover, Kent, Contractor Nov 30 Carder v Adcock, Kekewich, J Carder, Dover

London Gazette.—TUESDAY, NOV. 5.

ROBERTS, HUGH, Penrith, Lancashire, Farmer Dec 10 Hughes v Owen, Judge, Room No 692, Royal Courts of Justice, Dew, Bangor

STAFFORD, CHARLES HENRY, Nottingham, Brewer Dec 10 Pilcock v Johnson, Swinfen Eady, J Wright, Nottingham

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 1.

ANNESTON, HARRIETT, Edmonbury, Hants Nov 30 Withall & Withall, Bedford row

AULT, SARAH, Handsworth Nov 30 Dobbs, Worcester

BACON, ROY HUGH, Baxterley, nr Atherstone, Warwick Nov 30 Lawtrec & Co, New sq, Lincoln's inn

BAKER, WILLIAM PROCTOR, Sandhill Park, nr Taunton Dec 31 Abbot & Co, Bristol

BALL, JOSEPH, Liverpool Nov 30 Lowndes & Co, Liverpool

BARBER, JAMES, Cardiff Publican Dec 2 Jones & Son, Cardiff

BATLEY, THOMAS, Shipley, Yorks, Woelcorer Nov 23 Atkinson, Shipley

BELL, JAMES ELLERY, Southborough, Kent Nov 22 Winney, Bezhill on Sea

BROWN, THOMAS WILLIAM, Frost Newtown, Bristol Nov 28 Strickland & Co, Bristol

BUTLER, WILLIAM, Sally Park, Worcester, Brewer Dec 17 Poulton & Evershed, Birmingham

CHARTERS, JOSEPH ALEXANDER, Highbury Grange Nov 30 Snow & Co, Gt St Thomas Apostle, Queen st

COX, SARAH ANN, Fenshaw rd, Fulham rd Dec 2 Attenborough & Sons, Thavies inn, Holborn circus

COXED, MATTHEW, Burgess Hill, Sussex Dec 21 Williams, Brighton

CRAIG, EDWARD BERNING, Agate rd, Hammersmith, Solicitor Nov 30 Thorowgood & Co, Cophall ct

CROFT, SARAH, Hartgate Dec 1 Topham, Hartgate

DEAKIN, JOHN BUCKLEY, Liverpool Dec 14 Collins & Co, Liverpool

DUBBART, JESSIE, Hursley, nr Winchester Nov 30 Blake & Co, Serjeants' inn

ELLIS, MAJ GEN, Sir ARTHUR EDWARD AUGUSTUS, GCVO, CSI, Portland pl Dec 31 Collier & Allingham, Duke st, St James's

FALKE, WILLIAM ROBERT DIBOLL, Southtown, Suffolk Nov 19 Burton & Son, Gt Yarmouth

FLEISCHMANN, FRIEDRICH CHRISTIAN KARL, Collingham gdns, Kensington Dec 31 Tamplin & Co, Fenchurch st

FRIEY, JOSEPH, Stamford Dec 3 Atter, Stamford

GASCOINE, EDMUND, or LUCY GASCOINE, Maidstone Nov 15 Bracher, Maidstone

GROGERS, REV PHILIP EDWARD, St John's, Bath Dec 24 Hooke & Co, Bath

GIBSON, JANE, Carlisle Dec 7 Burnett, Carlisle

GREEN, SAMUEL, Chester pl, Regent's Park, Barrister at Law Dec 11 Griffith, St Bride's av, Fleet st

GRIFFITHS, JAMES CORRETT, Barons Cross, nr Leominster Nov 30 Cave, Bromyard

HARWOOD, EDWARD, Olveston, Glos Dec 31 Abbot & Co, Bristol

HIND, SARAH ELIZABETH, Sheffield Nov 13 Auty & Sons, Sheffield

INGHAM, JOHN, Southport, Lancs Dec 30 Dyke, Duchy of Lancaster Office

IRBIDALE, JOHN GRAY, Carlisle, Brewer Dec 7 Burnett, Carlisle

LEE, ISABELLA, Sheffield Dec 13 Watson & Co, Sheffield

LOWE, JOSEPH, Stratford, nr Manchester, Vegetable Dealer Dec 31 Diggle & Ogden, Manchester

MCRAE, JAMES, Fulham rd, Fulham, Doctor Dec 3 Parfitt, Fulham rd

MARTIN, CHARITY, Kirkley, Suffolk Nov 30 Johnson, Lowestoft

MORRITT, WILLIAM, Manchester Dec 31 Cook & Fowler, Scarborough

NABBY, CHARLES PATTERSON, Gt Yarmouth, Nov 19 Burton & Son, Gt Yarmouth

PASCOE, CHARLES, Lower rd, Rotherhithe, Undertaker Nov 30 Avery & Wolverson, New Cross

PHILLIPS, ELIZABETH, New Eltham, Kent Dec 14 Pettifer & Parkes, College hill

POOLE, WALTER HENRY, Brington, Bristol Sept 19 Andrew & Thompson, Swansea

RATON, CHRISTOPHER WILLIAM, Nottingham, Licensed Victualler Dec 13 Turner & Co, Nottingham

RESTALL, GEORGE MATTHIAS, Handsworth Dec 2 Restall, Wyde Green

ROBERTS, MARY, Castlemorris, Pembroke, Grocer Dec 2 Evans & Williams, Manchester

ROBERTS, ELIZABETH, Welshpool, Montgomery Dec 3 Howell & Co, Welshpool

STOYIN, EMILY, Sheffield Nov 30 Bradman & Son, Sheffield

THURLEY, ELIZABETH JANE, Churton ct, Pimlico Dec 16 Ley, Carey st, Lincoln's inn

VASSALLI, PELLEGRINO, Leeds, General Dealer Nov 27 Donelson, Leeds

WALKER, RICHARD WILFRED, Killamash, Derby, Druggist Dec 2 Hall, Eekington, nr Sheffield

WILSON, JOHN, Stodderson, Salop, Farmer Dec 2 Holmes, Oakengates

Bankruptcy Notices.

London Gazette.—TUESDAY, OCT. 29.

FIRST MEETINGS.

ARTHUR, CHARLES RICHARD, Addlestone, Surrey, Carpenter Nov 6 at 12 132, York rd, Westminster Bridge

BAXTER, F C, Thanet House, Strand, Insurance Agent Nov 8 at 11 Bankruptcy bldgs, Carey st

BRIDGON, THOMAS, Monynash, Derby, Cattle Dealer Nov 6 at 13 Off Rec, 47, Pall sq, Derby

DAVIES, DAVID, Healdersgill, Merthyr Tydfil, Collier Nov 6 at 12 Off Rec, County Court, Town hall, Merthyr Tydfil

DORSON, LORIMER ARTHUR, Malda Vale Nov 8 at 12 Bankruptcy bldgs, Carey st

DOWSE, ROBERT WILLIAM, Steeple Langford, Wilts, Farmer Nov 7 at 1 Off Rec, City chambers, Catherine st, Salisbury

EOAT, EDWARD JOSEPH, Deauville rd, Clapham, Clerk Nov 7 at 9 132, York rd, Westminster Bridge

FELL, GEORGE, Nash Lays, Ellsborough, nr Tring, Solicitor's Clerk Nov 6 at 12 1, St Aldates, Oxford

HALL, ROBERT HEDLEY, Colne Engaine, Essex, Farmer Nov 8 at 11 Cups Hotel, Colchester

HANCE, LEXNOX AUGUSTUS, Rochester, Tobacconist Nov 11 at 13 115, High st, Rochester

HARRISON, WILLIAM HENRY, Gt Grimsby, Butcher Nov 6 at 11 Off Rec, 84 Mary's chambers, Gt Grimsby

HART, LAZARUS, Newcastle on Tyne, Wallpaper Merchant Nov 6 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne

HASTIE, CONRAD, and DEUSILLA HASTIE, Bridlington, Yorks, Hotel Keepers Nov 11 at 4 Off Rec, 74, Newborough, Scarborough

HODDER, GEORGE, Beddington Corner, Hackbridge, Surrey, Carpenter Nov 8 at 11 132, York rd, Westminster Bridge

HYDE, JAMES, Kingston on Thames, Osteop Nov 8 at 9 132, York rd, Westminster Bridge

JEFFREY, WILLIAM, Barnsley, Carting Agent Nov 6 at 10 45 Off Rec, 7, Regent st, Barnsley

JENNINGS, ARTHUR EDWARD, Bradford Nov 7 at 11 Off Rec, 2, Manor row, Bradford

JEWELL, ROBERT, New Broad st, Company Promoter Nov 7 at 2 20 Bankruptcy bldgs, Carey st

JOHNSON, ALBERT, York, Butcher Nov 9 at 2 30 Off Rec, The Red House, Duncombe pl, York

JONES & SON, Montgomery, Coach Builders Nov 7 at 10 30 1, High st, Newtown

LEWIS, CHARL RICHARD, Radford rd, Lewisham, Civil Service Clerk Nov 7 at 12 Bankruptcy bldgs, Carey st

MEDLAND, WILLIAM, Fountayne rd, Stoke Newington, Glue Merchant Nov 7 at 11 Bankruptcy bldgs, Carey st

MILLS, HENRY E, Blomfield crescent, Baywater Nov 6 at 11 Bankruptcy bldgs, Carey st

MOORE, G H J, Blomfield ter, Harrow rd Nov 6 at 2 30 Bankruptcy bldgs, Carey st

FRANCIS, EDWIN, Bodminster, Bristol, Engineer Nov 6 at 11 30 Off Rec, 26, Baldwin st, Bristol

RADCLIFFE, HENRY EDWARD, Dayne, Sheffield, Butcher Nov 7 at 10 30 Off Rec, Fytroe in, Sheffield

RAINFORTH, RICHARD, Leeds, Dentist's Assistant Nov 6 at 13 Off Rec, 32, Park row, Leeds

READ, THORPILUS HAYNES, Chancery ln, Solicitor Nov 8 at 1 Bankruptcy bldgs, Carey st

ROBERTS, THOMAS OWEN, Pembroke Dock, Pembroke, Labourer Nov 9 at 12 30 Off Rec, 4, Queen st, Carmarthen

ROSE, GEORGE HENRY, Bedford, Dealer Nov 6 at 3 30 Mounts Halliley & Morrison, Solicitors, Mill st, Bedford

SANSON, ARTHUR WILLIAM, St Mary's grove, Richmond, Carver Nov 8 at 12 132, York rd, Westminster Bridge

SEALY, ARTHUR WILLIAM, Mare st, Hackney Nov 11 at 12 Bankruptcy bldgs, Carey st

SHEPHERD, BRITIS TRINOLE, Leeds, Dairyman Nov 6 at 11 Off Rec, 22, Park row, Leeds

SMITH, GEORGE, Beynill, Swansea, Oil Seller Nov 6 at 12 Off Rec, 31, Alexandra rd, Swansea

SMITH, HERBERT, Worcester, Schoolmaster Nov 6 at 11 30 Off Rec, 11, Copenhagen st, Worcester

SPECKLEY, EDWIN, Fletton, Hunts, Innkeeper Nov 8 at 11 40 The Law Courts, Peterborough

TAYLOR-LAYNE, ROBERT, Chaddle Hales, Cheshire, C mmission Agent Nov 6 at 2 30 Off Rec, Byrom st, Manchester

THOMAS, ERNEST JAMES, and DAVID MORGAN JENKINS, Swansea, Steamship Brkrs Nov 8 at 12 Off Rec, 31, Alexandra rd, Swansea

WEDS, JOHN HENRY, Leeds Nov 6 at 11 30 Off Rec, 22, Park row, Leeds

WOOD, C, Sussex st, Poplar, Undertaker Nov 8 at 12 Bankruptcy bldgs, Carey st

WYKE, RICHARD, West Bromwich, Tailor Nov 7 at 11 30 191, Corporation st, Birmingham

Amended notice substituted for that published in the London Gazette of Oct 18:

HOLDEN, THOMAS, jun, Caxton house, Westminster, Solicitor Oct 26 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDREWS, WALTER JOHN, Bodminster, Bristol, Baker Bristol Pet Oct 11 Ord Oct 24

BAKER, WILLIAM, Woodchurch, Kent, Farmer Hastings Pet Oct 26 Ord Oct 26

BANGER, SAMUEL, Pegwell Bay, Ramsgate, B. or Retailer Canterbury Pet Oct 25 Ord Oct 25

BRENET, GEORGE, Newcastle on Tyne, Joiner Newcastle on Tyne Pet Oct 23 Ord Oct 23

BONHILL, WILLIAM RICHARD, and GEORGE LEWIS BATES, Morpeth, Northumberland, Drapers Newcastle on Tyne Pet Oct 8 Ord Oct 23

EMMES, THOMAS, Llanberis, Carnarvon, Grocer Bangor Pet Oct 24 Ord Oct 24

GREEN, WILLIAM NICHOLAS, Hexham, Northumberland, Builder Newcastle on Tyne Pet Oct 5 Ord Oct 25

GURRY, WILLIAM, East India Dock rd, Tailor High Court Pet Oct 26 Ord Oct 26

HODDER, GEORGE, Beddington Corner, Hackbridge, Surrey, Carman Croydon Pet Aug 3 Ord Oct 26

JENNINGS, ARTHUR EDWARD, Bradford Bradford Pet Oct 26 Ord Oct 26

JONES, HUBERT L, Gt Yarmouth, Builder Gt Yarmouth Pet Oct 14 Ord Oct 26

KENTWORTH, HENRY, Middleton, Lancs, Fruiterer Oldham Pet Oct 25 Ord Oct 25

KOSLOSKI, GREGORIO, Houndsditch, Fancy Goods Merchant High Court Pet Oct 3 Ord Oct 26

LAWSON, WILLIAM, Newton le Willows, Lancs, Engineer Warrington Pet Oct 8 Ord Oct 24

LESTER, HENRY ARTHUR, Wheatley, Oxford Northampton Pet Sept 30 Ord Oct 26

LIGHT, JOSEPH, and WALTER EDWIN LILLEY, Nottingham, Builders Nottingham Pet Oct 23 Ord Oct 23

MACDONALD, JAMES, Ainger rd, Chalk Farm, Secretary High Court Pet Oct 26 Ord Oct 26

MARDON, JOHN, Westbury upon Trym, Bristol Bristol Pet Oct 15 Ord Oct 25

MEDLAND, WILLIAM, Fountayne rd, Stoke Newington, Glue Merchant High Court Pet Oct 24 Ord Oct 24

MERCER, WALTER THOMAS, Deptford, Licensed Victualler's Manager Greenwich Pet Aug 21 Ord Oct 25

MILLS, HENRY HUNT, Holland pk av, Milliner High Court Pet Oct 11 Ord Oct 24

RAINFORTH, RICHARD, Leeds, Dentist's Assistant Leeds Pet Oct 18 Ord Oct 25

SCHWITZER, LOUIS WILLIAM, Upton Park, Musical Instrument Dealer High Court Pet Oct 25 Ord Oct 25

SIMES, ALFRED, Leaworth, Builder Bradford Pet Sept 16 Ord Oct 23

SMITH, HERBERT, Worcester, Schoolmaster Worcester Pet Oct 23 Ord Oct 23

SMITH, JOHN EDWARD, Surrey ct, Strand, Restaurant Proprietor High Court Pet Sept 6 Ord Oct 24

SUGGARD, NATHANIEL HARRIS, Scarborough, Auctioneer High Court Pet Oct 3 Ord Oct 24

WARD, ALFRED, Liverpool, Wine Merchant Liverpool Pet Oct 10 Ord Oct 24

WARD, CHARLES FRANK, Bath, Millar Bath Pet Oct 7 Ord Oct 25

WEND, JOHN HENRY, Leeds Leeds Pet Oct 24 Ord Oct 24

WILLIAMS, THOMAS, Calveley, Cheshire, Milk Vendor Cwre Pet Oct 24 Ord Oct 24

WOOD, CHARLES, Sussex st, Poplar, Undertaker High Court Pet Sept 25 Ord Oct 23

WOODS, SAMUEL, Gress, Essex, Labourer Chalmersford Pet Oct 23 Ord Oct 23

WOODWARD, ALFRED EDWARD, Malvern, Worcester, Wine Merchant's Agent Worcester Pet Oct 25 Ord Oct 25

ADJUDICATION ANNULLLED.

RETHOLDS, ARTHUR HERBERT, Leicester, Clerk Leicester Adjud Sept 5, 1895 Annul Oct 25

London Gazette.—FRIDAY, NOV. 1.

RECEIVING ORDERS.

ABBOTT, FREDERICK WILLIAM, Leicester, Wheelwright Leicester Pet Oct 29 Ord Oct 29

ABRAHAM, BARNETT, White Lion st, Spitalfields High Court Pet July 18 Ord Oct 29

APTHORPE, DUDLEY RICHARD, Park st, High Court Pet Sept 25 Ord Oct 29

AZERBUD, LEWIS, Sandringham rd, Dalton, Jeweller High Court Pet Oct 3 Ord Oct 30

BANKS, A. A., Bucklersbury, Wine Merchant High Court Pet Oct 17 Ord Oct 30

BARNHAM, WILLIAM ARTHUR, Fulwell, Sunderland, Com mission Agent Sunderland Pet Oct 26 Ord Oct 26

BENFIELD, THOMAS, Croydon, Builder Croydon Pet Oct 2 Ord Oct 29

BRETT, CHARLES WILLIAM, Leeds, Plumber Leeds Pet Oct 23 Ord Oct 29

BROOK, EDWIN GEORGE, Bristol, Builder Bristol Pet Oct 28 Ord Oct 28

BUTTEN, EDWARD CROPLEY, Gt Yarmouth, Jobbing Carpenter Gt Yarmouth Pet Oct 30 Ord Oct 30

CADP, THOMAS TIMON, Chesterfield, Fancy Draper Chesterfield Pet Oct 19 Ord Oct 30
 CARTER, WALTER EDWARD MAYHEW, Rye, Suffolk, Draper Ipswich Pet Oct 30 Ord Oct 30
 CROUCH, WILLIAM JOHN, Guildford, Florist Guildford Pet Oct 29 Ord Oct 30
 DEVERELL, HENRY CHARLES, Horfield, Bristol, Decorator Bristol Pet Oct 29 Ord Oct 23
 DIX, HARRY, Reading, Baker Reading Pet Oct 29 Ord Oct 29
 ENGLAND, ALFRED, Merriott, Somerset, Grocer Yeovil Pet Oct 28 Ord Oct 28
 FERGUSON, WILLIAM, Silloth, Cumberland, Plumber Carlisle Pet Oct 16 Ord Oct 28
 FREEDMAN, HARRIS, Lower rd, Rotherhithe, Tailor High Court Pet Oct 28 Ord Oct 28
 FRODSHAM, LEIGH DUNCAN MILL, Kingston on Thames High Court Pet Oct 30 Ord Oct 30
 GOSCH, CLARA, Bridlington, Fancy Goods Dealer Scarborough Pet Oct 14 Ord Oct 29
 HALL, JOHN, Sunderland, Contractor Sunderland Pet Oct 30 Ord Oct 30
 HARDING, ALFRED, Pembroke rd, Wembley, Clerk High Court Pet Oct 30 Ord Oct 30
 HARVEY, CHARLES Camden rd Holloway, Jobmaster High Court Pet Oct 12 Ord Oct 30
 HAY, THOMAS, Bradford, Beerhouse Keeper Bradford Pet Oct 30 Ord Oct 30
 HILL, FREDERICK CHARLES, Brixham, Devon, Smack Owner Plymouth Pet Oct 28 Ord Oct 28
 HINDLEY, THOMAS, Stockport, Metal Broker Stockport Pet Oct 10 Ord Oct 30
 HOLFIELD, JOHN BURY, Oxford, Plumber Oxford Pet Oct 28 Ord Oct 28
 HORN, GEORGE, Wolverton, Bucks, Railway Coach Finisher Northampton Pet Oct 22 Ord Oct 29
 HUGHES, THOMAS, Talbach, Glam, Builder Aberystwyth Pet Oct 30 Ord Oct 30
 ILES, WALLACE GILROY, Kingwood, Glam, Butcher Bristol Pet Oct 30 Ord Oct 30
 KEATES, THOMAS HENRY WILLIAM, Gt Yarmouth, Hotel Keeper Gt Yarmouth Pet Oct 15 Ord Oct 28
 LEVI, ABRAHAM, Barb, Yorks, General Dealer Bradford Pet Oct 28 Ord Oct 28
 MADDALL, JOHN, Ismailie rd, Forest Gate, Land Agent High Court Pet Oct 8 Ord Oct 30
 MOSEMAN, JOHN, Scarborough Bradford Pet Oct 30 Ord Oct 30
 NATION, JOSEPH HENRY, Aulton pl, Kennington rd, Comedian High Court Pet Oct 29 Ord Oct 29
 NEWTON, THOMAS, West Vale, Yorks, Grocer Halifax Pet Oct 28 Ord Oct 28
 NILES, GEORGE, Cardiff, Outfitter Cardiff Pet Oct 26 Ord Oct 26
 OLIVER, ANELLA, Buxton, Derby, Boarding house Keeper Stockport Pet Oct 21 Ord Oct 29
 PENNINGTON, ELI, jun, Adlington, nr Macclesfield, Farmer Macclesfield Pet Oct 14 Ord Oct 29
 PRESTICE, HARRY, West Hartlepool, Cycle Dealer Sunderland Pet Oct 18 Ord Oct 29
 RICHY, GEORGE H, Ballykinler, Co. Down, Ireland High Court Pet July 13 Ord Oct 30
 RIDLEY, ARTHUR JAMES, Langley, Worcester, Confectioner West Bromwich Pet Oct 31 Ord Oct 30
 ROBERTS, ISAAC, Wolverhampton, Tailor Wolverhampton Pet Oct 28 Ord Oct 28
 SCOTT, JAMES, Bodmin, Cornwall, Tobaccoist Truro Pet Oct 28 Ord Oct 28
 SEATON, EDWARD, Greenwich, Publican Maidstone Pet Oct 29 Ord Oct 29
 SWIFT, THOMAS DAVY, Bolton, Tailor Bolton Pet Oct 28 Ord Oct 28
 TOMLIN, ROBERT JOHN, Maryland Point, Stratford, Licensed Victualler High Court Pet Oct 26 Ord Oct 28
 TRIM, FREDERICK, Brighton, Builder Brighton Pet Sept 28 Ord Oct 30
 TURNER, ALFRED, Newport, Mon, Tea Dealer Newport, Mon Pet Oct 28 Ord Oct 26
 WATSWRIGHT, HENRY, Barnsley, Electrical Engineer Barnsley Pet Oct 29 Ord Oct 29
 WHITE, RICHARD, Swansea, Baker Swansea Pet Oct 30 Ord Oct 30
 WILKINSON, HARRY, Landport, Haas, Building Contractor Portsmouth Pet Oct 28 Ord Oct 28
 Amended notice substituted for that published in the London Gazette of Oct 29:
 BRADBURY, JOHN WILLIAM UNWORTH, Harpurhey, Manchester, Clerk Salford Pet Oct 11 Ord Oct 24

FIRST MEETINGS.

ABRAHAM, BARNETT, White Lion st, Spitalfields Nov 12 at 11 Bankruptcy bldgs, Carey st
 APTHORPE, DUDLEY RICHARD, Park at Nov 11 at 11 Bankruptcy bldgs, Carey st
 BAKER, WILLIAM, Woodchurch, Kent, Farmer Nov 12 at 12.30 County Court Office, Hastings
 BRADBURY, JOHN WILLIAM UNWORTH, Harpurhey, Manchester, Clerk Nov 9 at 11 Off Rec, Byrom st, Manchester
 BRITTON, CHARLES WILLIAM, Leeds, Plumber Nov 11 at 11 Off Rec, 32, Park row, Leeds
 CARTER, WALTER EDWARD MAYHEW, Rye, Suffolk, Draper Nov 12 at 10.45 Gt Eastern Hotel, Liverpool st
 COLLIER, GEORGE, Upper Strand, Swansea, Fuel Worker Nov 14 at 12 Off Rec, 31, Alexandra rd, Swansea
 COLVER, ALBERT FRANK, Derby, Licensed Victualler Nov 9 at 11 Off Rec, 47, Full st, Derby
 EOLIN, CHARLES, West Hartlepool, Coach Builder Nov 11 at 3 Off Rec, 3, Manor pl, Sunderland
 ELLIOTT, JOHN KENNETH, Beaumaris, Anglesey, Hotel Keeper Nov 11 at 12 Crypt chimbs, Kensington row, Chester
 ELYT, ROBERT, Southend on Sea, Builder Nov 12 at 12 14, Bedford row
 FERGUSON, WILLIAM, Silloth, Cumberland, Plumber Nov 11 at 12 34, Fisher st, Carlisle
 FREEDMAN, HARRIS, Lower rd, Rotherhithe, Tailor Nov 11 at 1 Bankruptcy bldgs, Carey st
 GALLAGHER, PATRICK, Burslem, Staffs, Egg Dealer Nov 11 at 11.30 Off Rec, Newcastle, St. James
 GENEY, WILLIAM NICHOLAS, and GEORGE BENNETT, Ponteland, Northumberland, Builders Nov 11 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
 GUEST, WILLIAM, East India Dock rd, Tailor Nov 11 at 12 Bankruptcy bldgs, Carey st
 HARRIS, SYDNEY CHARLES, Crayford, Kent, Licensed Victualler Nov 11 at 12.15 115, High st, Rochester
 HAY, THOMAS, Bradford, Beerhouse Keeper Nov 14 at 3 Off Rec, 29, Manor row, Bradford
 JONES, DAVID, Penryn, Glam, Grocer Nov 9 at 11 Off Post Office chimbs, Postpridd
 KENWORTHY, HENRY, Middleton, Lancs, Fruiterer Nov 12 at 12.30 Off Rec, Greaves st, Oldham
 KILSHALL, RICHARD, Oldham, Lancs, Boot Dealer Nov 12 at 11.30 Off Rec, Greaves st, Oldham
 LEVI, ABRAHAM, Barb, Yorks, General Dealer Nov 12 at 11 Off Rec, 29, Manor row, Bradford
 LEWIS, HERBERT DAVIES, Earbourn, House Decorator Nov 11 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
 MACDONALD, JAMES, Ainger rd, Chalk Farm, Secretary Nov 12 at 2.30 Bankruptcy bldgs, Carey st
 MOORIDGE, JOSEPH EDWARD, Greet, Worcester, Grocer Nov 12 at 11.30 191, Corporation st, Birmingham
 MORRIS, CHRISTOPHER ALFRED, Binsted, nr Hyde, I of W, Milk Carrier Nov 11 at 1 Off Rec, 32a, Holyrood st, Newport, I of W
 MOSEMAN, JOHN, Scarborough Nov 14 at 3.30 Off Rec, 29, Manor row, Bradford
 NATION, JOSEPH HENRY, Aulton pl, Kennington rd, Comedian Nov 12 at 12 Bankruptcy bldgs, Carey st
 NEWTON, THOMAS, West Vale, Yorks, Grocer Nov 14 at 10.45 County Court House, Prescott st, Halifax
 O'BRIEN, JAMES, Aberkenfig, Glam, Labourer Nov 14 at 3 Off Rec, 117, St Mary st, Cardiff
 PHILLIPS, THEOPHILUS JAMES, Claydon, Suffolk, Grocer Nov 12 at 2.15 Off Rec, 36, Princes st, Ipswich
 PRATT & Co, York rd, Battersea, Provision Dealers Nov 11 at 11.30 132, York rd, Westminster Bridge
 SANDERSON, MARK, Welton, Sebergham, Cumberland, Shoemaker Nov 11 at 12 34, Fisher st, Carlisle
 SCHWEITZER, LOUIS WILLIAM, Green st, Upton Park, Essex, Musical Instrument Dealer Nov 11 at 1 Bankruptcy bldgs, Carey st
 SHEPHERD, JOHN, West Hartlepool, Auctioneer Nov 11 at 3.30 Off Rec, 3, Manor pl, Sunderland
 SINHA, WILLIAM, Hartham rd, Isleworth, Builder Nov 11 at 12 14, Bedford row
 SWIFT, THOMAS DAVY, Bolton, Tailor Nov 11 at 3 19, Exchange st, Bolton
 THOMAS, WILLIAM, Biscarrow, Glam, Haulier Nov 14 at 3.30 Off Rec, 117, St Mary st, Cardiff
 TOMLIN, ROBERT JOHN, Maryland Point, Stratford, Essex, Licensed Victualler Nov 12 at 12 Bankruptcy bldgs, Carey st
 WARMINGTON, ROBERT THOMAS, Bath, Licensed Victualler Nov 11 at 11 Bankruptcy bldgs, Carey st

WILKINSON, HARRY, Landport, Portsmouth, Building Contractor Nov 12 at 3 Off Rec, Cambridge junc, High st, Portsmouth

ADJUDICATIONS.

ARMSTRONG, LEWIS, Farringham rd, Dalton, Jeweller High Court Pet Oct 31 Ord Oct 30
 BARTY, WILLIAM, ARNOLD, Waltham Abbey, Baker Edmonston Pet Sept 18 Ord Oct 26
 BARNAM, WILLIAM ANTHONY, Fulwell, Sunderland, Commission Agent Sunderland Pet Oct 26 Ord Oct 26
 BERT, ALFRED JOHN, Mount Park rd, Haling, Builder High Court Pet Sept 6 Ord Oct 26
 BISHOP, PETER, Sunderland, Confectioner Sunderland Pet Sept 24 Ord Oct 26
 BRADBURY, JOHN WILLIAM UNWORTH, Harpurhey, Manchester, Clerk Salford Pet Oct 11 Ord Oct 30
 BRITTON, CHARLES WILLIAM, Leeds, Plumber Leeds Pet Oct 28 Ord Oct 28
 BURTON, EDWARD GOSFLET, Gt Yarmouth, Jobbing Carpenter Gt Yarmouth Pet Oct 30 Ord Oct 30
 CARTER, WALTER EDWARD MAYHEW, Rye, Suffolk, Draper Ipswich Pet Oct 30 Ord Oct 30
 CHANDLER, CHARLES THOMAS, Chatham, Kent, Farmer Canterbury Pet Oct 18 Ord Oct 30
 COLLINGS, HAROLD, Maidenhead Windsor Pet Aug 30 Ord Oct 30
 CROUCH, WILLIAM JOHN, Guildford, Florist Guildford Pet Oct 29 Ord Oct 29
 DEVERELL, HENRY CHARLES, Horfield, Bristol, Decorator Bristol Pet Oct 28 Ord Oct 28
 DIX, HARRY, Reading, Baker Reading Ord Oct 29 Ord Oct 29
 DORRIS, LORENCE AUSTIN, Maida Vale High Court Pet Oct 8 Ord Oct 19
 ELDERKIN, ARTHUR EDWIN, Watford, Ironmonger 86 Albans Pet Sept 23 Ord Oct 26
 ENGLAND, ALFRED, Merriott, Somerset, Grocer Yeovil Pet Oct 28 Ord Oct 28
 EVANS, BRISLAIN, and RODERICK McLEOD, Letchworth, Builders High Court Pet Oct 4 Ord Oct 26
 FELL, GEORGE, Ellsborough, nr Tring, Bucks, Solicitor's Clerk Aylesbury Pet Sept 30 Ord Oct 29
 FERGUSON, WILLIAM, Silloth, Cumberland, Plumber Carlisle Pet Oct 16 Ord Oct 30
 FREEDMAN, HARRIS, Lower rd, Rotherhithe, Tailor High Court Pet Oct 28 Ord Oct 28
 FRODSHAM, LEIGH DUNCAN MILL, Kingston on Thames High Court Pet Oct 30 Ord Oct 30
 GALLAGHER, PATRICK, Burslem, Staffs, Egg Dealer Hanley Pet Oct 24 Ord Oct 28
 HALL, JOHN, Sunderland, Contractor Sunderland Pet Oct 30 Ord Oct 30
 HARDING, ALFRED, Pembroke rd, Wembley, Clerk High Court Pet Oct 30 Ord Oct 30
 HART, LAZARUS, Newcastle upon Tyne, Wallpaper Merchant Newcastle upon Tyne Pet Oct 14 Ord Oct 29
 HASTIE, CONRAD, and DEUSILLA HASTIE, Bridlington, Yorks, Hotel Keepers Scarborough Pet Oct 14 Ord Oct 29
 HAY, THOMAS, Bradford, Beerhouse Keeper Bradford Pet Oct 30 Ord Oct 30
 HILL, FREDERICK CHARLES, Brixham, Devon, Smack Owner Plymouth Pet Oct 28 Ord Oct 28
 HOLFIELD, JOHN BURY, Oxford, Plumber Oxford Pet Oct 28 Ord Oct 28
 HOLLAND, WILLIAM, Rochdale, Solicitor Rochdale Pet May 11 Ord Oct 25
 HORN, GEORGE, Wolverton, Bucks, Railway Coach Finisher Northampton Pet Oct 28 Ord Oct 28
 HUGHES, THOMAS, Talbach, Glam, Builder Aberystwyth Pet Oct 30 Ord Oct 30
 ILES, WALLACE GILROY, Kingwood, Glam, Butcher Bristol Pet Oct 30 Ord Oct 30
 KILSHALL, RICHARD, Oldham, Boot Dealer Oldham Pet Oct 3 Ord Oct 26
 LEVI, ABRAHAM, Barb, Yorks, General Dealer Bradford Pet Oct 28 Ord Oct 28
 MOORIDGE, JOSEPH EDWARD, Greet, Worcester, Grocer Birmingham Pet Oct 23 Ord Oct 26
 MOSEMAN, JOHN, Scarborough Bradford Pet Oct 30 Ord Oct 30
 NATION, JOSEPH HENRY, Aulton pl, Kennington rd, Comedian High Court Pet Oct 29 Ord Oct 29
 NEWTON, THOMAS, West Vale, Yorks, Grocer Halifax Pet Oct 28 Ord Oct 28
 NILES, GEORGE, Cardiff, Outfitter Cardiff Pet Oct 26 Ord Oct 26

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.
 ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

NOW READY.

64th Year of Publication.

THE

SOLICITORS' DIARY, ALMANAC, LEGAL DIGEST, & DIRECTORY FOR 1908.

This old-established and important Annual is now universally recognised as the most useful

LEGAL AND COMPREHENSIVE DIARY ever published.

Prices, 3s. 6d., 5s., 6s., & 8s. 6d.

WATERLOW & SONS, LIMITED,
LONDON WALL, LONDON.

LAW.—Wanted, by City Solicitors, capable Clerk, with knowledge of Mayor's Court Practice; salary about 35s.—Apply, stating age, experience, &c., to C. K., care of Osmond & Co., 25, Lawrence-lane, E.C.

PARTNERSHIP.—Solicitor retiring from active work Desires Partner; has various Public Appointments and extensive Conveyancing and General Country Practice.—WALKER, care of "Solicitors' Journal and Weekly Reporter" Office, 27, Chancery-lane, W.C.

LAW COSTS.—Testimonial: "Aug. 30th, 1907.—MR. HARCOURT SMITH has just completed the drafting of a complicated bill of costs in the winding up of a considerable estate to our entire satisfaction, and we have no hesitation in recommending him to other members of our profession for similar work."—Apply, HARCOURT SMITH, Partnership Agent, &c., 61, Chancery-lane, London.

OFFICES, near Temple.—Solicitor (old-established) would Let one of his First-floor Offices, with Use of General Office; suit elderly Practitioner requiring comfort and quiet.—Write TEMPLE, care of "Solicitors' Journal and Weekly Reporter" Office, 27, Chancery-lane, W.C.

SOLICITORS' OFFICES in City of London, re-decorated and well furnished; joint occupation offered at moderate inclusive rent; telephone and good library; mutual consideration; advertiser in practice 12 years; suit junior commencing.—20 604, Messrs. Deacon's, Leadenhall-street, E.C.

TO BE LET on Lease for 21 Years.—A capital House in St. Helen's-place, Bishopsgate-street Within, suitable for Merchants, Professional Men, or a Company requiring an entire house.—Apply to Messrs. J. WALKER & SON, 23, Moorgate-street, E.C.

LABELLED EPPS'S TINS ONLY.

BORENESS AND DRYNESS.
HOARSENESS, TICKLING AND IRRITATION.

THROAT AND COUGH

SOFTEN AND CLEAR THE VOICE.
ALWAYS EFFECTIVE.

7¹/₂—JUBUBES—13¹/₂.

JAMES EPPS & CO., Ltd., Homoeopathic Chemists
London.

PERNITZ, HARRY, West Hartlepool, Cycle Dealer Sunderland Pet Oct 15 Ord Oct 30
RIDGLEY, ARTHUR JAMES, Langley, Worcester, Confectioner West Bromwich Pet Oct 30 Ord Oct 30
ROBERTS, ISAAC, Wolverhampton, Tailor Wolverhampton Pet Oct 28 Ord Oct 28
SCOTT, JAMES, Bodmin, Cornwall, Tobaccoist Truro Pet Oct 28 Ord Oct 28
SEATON, EDWARD, Greenwich, Publican Maidstone Pet Oct 29 Ord Oct 29
SWIFT, THOMAS DAVY, Moss Side, Manchester, Tailor Bolton Pet Oct 28 Ord Oct 28
THOMAS, AMY, Falmouth, Truro Pet Oct 16 Ord Oct 30
TONLEY, ROBERT JOHN, Maryland Point, Stratford, Licensed Victualler High Court Pet Oct 28 Ord Oct 30
TURNER, ALFRED, Newport, Mon. Tea Dealer Newport, Mon. Pet Sept 26 Ord Oct 26
WAINWRIGHT, HENRY, Barnsley, Electrical Engineer Barnsley Pet Oct 29 Ord Oct 29
WHITE, RICHARD, Swadsea, Baker Swadsea Pet Oct 30 Ord Oct 30
WILKINSON, HARRY, Landport, Hants, Building Contractor Portsmouth Pet Oct 28 Ord Oct 28
Amended notice substituted for that published in the London Gazette of Oct 25:
HANCE, LENOX AUGUSTUS, Rochester, Tobaccoist Rochester Pet Oct 28 Ord Oct 28

London Gazette.—TUESDAY, Nov. 5.

RECEIVING ORDERS.

BANTARD, PHILIP, and GEORGE PHILIP BANTARD, Cambridge, Builders Cambridge Pet Sept 21 Ord Nov 3
BATTISON, EMMERER, Biggleswade, Builder Bedford Pet Nov 1 Ord Nov 1
BELL, FRED, Kingston upon Hull, Grocer Kingston upon Hull Pet Oct 31 Ord Oct 31
BUCKWORTH, EDWARD POWELL, Southminster, Essex Chelmsford Pet Sept 17 Ord Oct 30
BUSH, ADA LOUISE, Lee, Kent, Builder Greenwich Pet 30 Ord Oct 30
CUDDEY, FREDERICK, Farnham, Grocer Guildford Pet Oct 31 Ord Oct 31
CUTHBERTSON, JOHN, Honor Oak Park, Kent Greenwich Pet July 18 Ord Aug 6
DAVY, KENNETH, Woodhall Spa, Lincs, Trainer of Racehorses Lincoln Pet Nov 1 Ord Nov 1
DEWDNEY, FREDERICK, Horsham, Builder Brighton Pet Nov 1 Ord Nov 1
ELTINGHAM JOHN, Sunderland, Architect Sunderland Pet Oct 21 Ord Nov 1
EMERSON, SAMUEL RICHARD, Preston in Holderness, Yorks High Court Pet Aug 20 Ord Oct 18
EYRE, CHARLES, Leadenhall in High Court Pet Aug 19 Ord Nov 1
EVANS, DAVID, Penryn, Carnarvon, Master Painter Bangor Pet Nov 1 Ord Nov 1
EVANS, JOHN, Gwyddelwern, Merioneth, Farmer Wrexham Pet Oct 30 Ord Oct 30
GOLDING, THOMAS WALLACE, Old Broad st, Solicitor High Court Pet July 18 Ord Nov 1
GREENWOOD, ABRAHAM, Morcombs, Painter Preston Pet Nov 1 Ord Nov 1
GRIFFITHS, HUGH, Dowlais, Glam, General Haulier Merthyr Tydfil Pet Oct 31 Ord Oct 31
HEINDORF, OSCAR, Gt Winchester st, Colonial Merchant High Court Pet Sept 5 Ord Oct 25
HUTTLEY, CHARLES FREDERICK, Blackpool, Grocer Preston Pet Nov 2 Ord Nov 2
IGLESDEN, ANNIE ELIZABETH, Dover, Jeweller Canterbury Pet Nov 1 Ord Nov 1
JONES, EDWARD WILLIAM, Upper Bangor, Carnarvon, Shoemaker Bangor Pet Oct 30 Ord Oct 30
JONES, GWYN, Penrhyn-deudraeth, Merioneth, Fruiterer Portmadoc Pet Nov 1 Ord Nov 1
MARSHALL, WILLIAM HENRY, Small Heath, Birmingham, Engineer's Pattern Maker Birmingham Pet Oct 31 Ord Oct 31
MAXFIELD, FRANK, Wetherby, Yorks, Boot Dealer York Pet Nov 1 Ord Nov 1
MILLER, WILLIAM, Pembroke Dock, Pembroke, Outfitter Pembroke Dock Pet Nov 1 Ord Nov 1
MORRIS, WILLIAM RICHARD ASTLEY, Newnham Croft, Grantham, Cambs Cambridge Pet Nov 2 Ord Nov 2
NICHOLSON, JONATHAN, New Cleethorpes, Marine Engineer Gt Grimsby Pet Oct 29 Ord Oct 29
PARKES, HENRY JAMES, Leicester Leicester Pet Oct 31 Ord Oct 31
PHILLIPS, GEORGE, Pembroke Dock, Pembroke, Monumental Mason Pembroke Dock Pet Nov 1 Ord Nov 1
PORTER, EDWARD, Boston, Lincs, Wheelwright Boston Pet Nov 1 Ord Nov 1
RAYNER, ROBERT, Birmingham, Metal Dealer Birmingham Pet Oct 12 Ord Oct 30
ROBINSON, ANNIE, Keighley, Yorks, Mattress Maker Bradford Pet Oct 21 Ord Oct 31
SIDAWAY, WILLIAM, Worsborough Common, nr Barnsley, Confectioner Barnsley Pet Oct 31 Ord Oct 31
WEBBER, THOMAS, Blencynon, nr Pontypool, Farmer Newport, Mon. Pet Nov 2 Ord Nov 2
Amended notice substituted for that published in the London Gazette of Oct 25:
KENTON, THOMAS EDWARD HARRISON, Manchester, Shipping Merchant Manchester Pet Aug 23 Pet Oct 22

FIRST MEETINGS.

ABBOTT, FREDERICK WILLIAM, Leicester, Wheelwright Nov 13 at 12 Off Rec, 1, Berridge st, Leicester
ASKEW, LEWIS DALTON, Jeweller Nov 14 at 1 Bankruptcy bldg, Carey st
BANKS, A. Bucklebury, Wine Merchant Nov 14 at 11 Bankruptcy bldg, Carey st
BANGER, SAMUEL, Pegwell Bay, Ramsgate, Beer Retailer Nov 13 at 9.15 Off Rec, 68A, Castle st, Canterbury
BARNHAM, WILLIAM ARTHUR, Fulwell, Sunderland, Commission Agent Nov 13 at 3.30 Off Rec, 3, Manor pl, Sunderland
BRYDLE, THOMAS, Croydon, Builder Nov 14 at 11.30 York rd, Westminster Bridge

BONINI, PETER, Sunderland, Confectioner Nov 13 at 3 Off Rec, 3, Manor pl, Sunderland
BROCK, EDWIN GEORGE, Bristol, Builder Nov 13 at 12.15 Off Rec, 26, Baldwin st, Bristol
BRAYNT, ROBERT HENRY, Bristol, Boot Manufacturer Nov 13 at 11.45 Off Rec, 26, Baldwin st, Bristol
BUTLER, EDWARD CHAPMAN, Gt Yarmouth, Jobbing Carpenter Nov 13 at 4 Off Rec, 8, King st, Norwich
BUSH, ADA LOUISE, Lee, Kent, Builder Nov 15 at 11.30 132, York rd, Westminster Bridge
CROUCH, WILLIAM JOHN, Guildford, Florist Nov 13 at 12 County and Borough Halls, North st, Guildford
CUDDEY, FREDERICK, Farnham, Grocer Nov 13 at 12.45 County and Borough Halls, North st, Guildford
DAVIES, EVAN CHARLES, Penrhebach, Merthyr Tydfil Nov 14 at 10.30 Off Rec, County Court, Town Hall, Merthyr Tydfil
DENTON, GEORGE, Rushden, Northampton, Boot Manufacturer Nov 15 at 12 Bankruptcy bldg, Carey st
DEVERELL, HENRY CHARLES, Horfield, Bristol, Decorator Nov 13 at 12 Off Rec, 26, Baldwin st, Bristol
DEWDNEY, FREDERICK, Horsham, Builder Nov 14 at 10.30 Off Rec, 4, Pavilion bldg, Brighton
ENGLAND, ALFRED, Merriott, Somerset, Grocer Nov 14 at 12.30 Off Rec, City chambers, Catherine st, Salisbury
ETTI, CHARLES, Leadenhall st Nov 15 at 1 Bankruptcy bldg, Carey st
FROTHAM, LEON DUNCAN MILL, Kingston on Thames Nov 15 at 11 Bankruptcy bldg, Carey st
GOUGH, CLARA, Bridlington, Yorks, Fancy Goods Dealer Nov 15 at 3.30 Off Rec, The Red House, Duncombe pl, York
GRIFFITHS, HUGH, Dowlais, Glam, General Haulier Nov 14 at 11.15 Off Rec, County Court, Townhall, Merthyr Tydfil
HARDING, ALFRED, Pembroke Dock, Wembly, Clerk Nov 13 at 2.30 Bankruptcy bldg, Carey st
HARVEY, CHARLES, Camden rd, Holloway, Jobmaster Nov 13 at 12 Bankruptcy bldg, Carey st
HOLIFIELD, JOHN BUSBY, Oxford, Plumber Nov 13 at 12 1, St Aldates, Oxford
HORNE, GEORGE, Wolverton, Bucks, Railway Coach Finisher Nov 13 at 3 Off Rec, Bridge st, Northampton
HUGHES, THOMAS, Talbach, Glam, Builder Nov 14 at 12.30 Off Rec, 31, Alexandra rd, Swansea
ILES, WALLACE GILROY, Kingwood, Glos, Butcher Nov 13 at 12.30 Off Rec, 26, Baldwin st, Bristol
JONES, HUBERT L., Gt Yarmouth, Builder Nov 13 at 3.30 Off Rec, 8, King st, Norwich
JONES, JOSEPH OWEN, Rhyl, Flint, Joiner Nov 13 at 12 Crypt chambers, Eastgate row, Chester
KEATES, THOMAS HENRY WILLIAM, Gt Yarmouth, Hotel Keeper Nov 13 at 3 Off Rec, 5, King st, Norwich
KENTON, THOMAS EDWARD HARRISON, West Didsbury, Manchester, Shipping Merchant Nov 14 at 3 Off Rec, Byrom st, Manchester
LOGAN, THOMAS, Stockton on Tees, Builder Nov 13 at 3 Off Rec, 8, Albert rd, Middlesbrough
MARDALL, JOHN, Forest Gate, Essex, Land Agent Nov 13 at 11 Bankruptcy bldg, Carey st
MAXFIELD, FRANK, Wetherby, Yorks, Boot Dealer Nov 15 at 3 Off Rec, The Red House, Duncombe pl, York
NILES, GEORGE, Cardiff, Outfitter Nov 14 at 12 Off Rec, 117, St Mary st, Cardiff
PARKES, HENRY JAMES, Leicester Nov 13 at 3 Off Rec, 1, Berridge st, Leicester
PARKINSON, JOHN CHARLES, Liverpool, Solicitor Nov 14 at 11 35, Victoria st, Liverpool
PICKERDEN, THOMAS, Gt Grimsby, Saw Mill Proprietor Nov 13 at 11 Off Rec, St Mary's chambers, Gt Grimsby
PICKER, HERBERT ROBERT NEWMAN, Box, Wilts, Stone Merchant Nov 13 at 11.30 Off Rec, 26, Baldwin st, Bristol
RICHET, GEORGE H., Ballykinler Camp, Ballykinler, co Down, Ireland Nov 13 at 1 Bankruptcy bldg, Carey st
ROBINSON, ANNIE, Keighley, Yorks, Mattress Maker Nov 15 at 11 Off Rec, 29, Manor row, Bradford
ROBERTS, ISAAC, Wolverhampton, Journeyman Tailor Nov 14 at 11 Off Rec, Wolverhampton
SCOTT, JAMES, Bodmin, Cornwall, Tobaccoist Nov 13 at 12 Off Rec, Boscawen st, Truro
SEATON, EDWARD, Greenwich, Publican Nov 20 at 11 9, King st, Maidstone
SIDAWAY, WILLIAM, Worsborough Common, nr Barnsley, Confectioner Nov 15 at 11 Off Rec, 7, Regent st, Barnsley
THOMAS, AMY, Falmouth Nov 13 at 12.30 Off Rec, Boscawen st, Truro
TRIM, FREDERICK, Brighton, Builder Nov 14 at 10 Off Rec, 4, Pavilion bldg, Brighton
WAINWRIGHT, HENRY, Barnsley, Yorks, Electrical Engineer Nov 15 at 10.30 Off Rec, 7, Regent st, Barnsley
WALSH, JOHN THOMAS, Liscard, Physician Nov 14 at 12 Off Rec, 35, Victoria st, Liverpool
WILLIAMS, THOMAS, Calveley, Cheshire, Milk Vender Nov 14 at 3 Off Rec, King st, Newcastle, Staffs
WOODWARD, ALFRED EDWARD, Malvern, Worcester, Wine Merchant's Agent Nov 13 at 11.30 Off Rec, 11, Copenhagen st, Worcester

J. C. WHITHAM, Solicitors' AUDITOR and COSTSMAN.—56, Welldown-mount, Leeds.

LAW.—Advertiser (26; June Final, 1907; procuring admission) Desires Clerkship; experienced in Conveyancing, Common Law, and County Court and Magisterial Practice; would undertake Advocacy; moderate salary.—MYERS, Hythe, Kent.

LAW.—A Solicitor in general practice in a country town, also Registrar of County Court and Clerk to a County Bench, would be willing to take an Articled Pupil and give personal supervision.—Apply, C. E., "Solicitors' Journal and Weekly Reporter" Office, 27, Chancery-lane, W.C.

n.

'

RY

ant
zed

Y

4.

S,

able
tioe;
, to

rom
ublie
neral
rinal

0th,
ated
ding
and
other
pply,
oary-

old-
fices,
r re-
e of
21,

lon,
ation
good
e 21
on's,

- A
street
or a
a. B.

v.

r.

H

.

nists